

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 FAR 52.215-1, INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (JAN 2004)

(a) *Definitions.* As used in this provision—

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer’s discretion, result in the Offeror being allowed to revise its proposal.

“In writing,” “writing,” or “written” means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

- (1) Unless other methods (*e.g.*, electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages
- (i) addressed to the office specified in the solicitation, and
 - (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the Offeror. Offerors using commercial carriers should ensure that the proposal is marked on the

outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show—

- (i) The solicitation number;
- (ii) The name, address, and telephone and facsimile numbers of the Offeror (and electronic address if available);
- (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this solicitation; and
- (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

- (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.
- (ii) (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—
 - (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m.

one working day prior to the date specified for receipt of proposals; or

- (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
- (3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

- (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an Offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

- (4) Unless otherwise specified in the solicitation, the Offeror may propose to provide any item or combination of items.

- (5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.
 - (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
 - (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
 - (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the Offeror).
- (e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall—
- (1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this Offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [*insert numbers or other identification of sheets*]; and
 - (2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.
- (f) Contract award.
- (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible Offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

- (2) The Government may reject any or all proposals if such action is in the Government's interest.
- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the Offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with Offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful Offeror within the time specified in the

proposal shall result in a binding contract without further action by either party.

- (11) If a post-award debriefing is given to requesting Offerors, the Government shall disclose the following information, if applicable:
- (i) The agency's evaluation of the significant weak or deficient factors in the debriefed Offeror's offer.
 - (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed Offeror and past performance information on the debriefed offeror.
 - (iii) The overall ranking of all Offerors, when any ranking was developed by the agency during source selection.
 - (iv) A summary of the rationale for award.
 - (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful Offeror.
 - (vi) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

L.2 PROPOSAL PREPARATION INSTRUCTIONS – GENERAL

- (a) The term "Offeror" as used in this Section L refers to the single legal entity submitting the offer which may be a "contractor team arrangement" as that term is defined in FAR 9.601. The Offeror may be preexisting or newly formed for the purposes of competing for this Contract.
- (b) The term "major subcontractor" as used in this Section L is defined as a proposed subcontractor with a proposed average annual subcontract cost equal to \$10 Million or more at any tier of the proposed organization.
- (c) Proposals must be received in accordance with L.6.
 - (1) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation.
 - (2) (i) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be

considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

- (A) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
 - (B) It is the only proposal received.
- (ii) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (4) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (5) Proposals may be withdrawn by written notice received at any time before award. Proposals may be withdrawn in person by an Offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.
- (d) Overall Arrangement of Proposal. Proposals, including any subcontractor, and all teaming or other contractor arrangements, are expected to conform to the solicitation provisions regarding preparation of offers. To aid in the evaluation, proposals must be clearly and concisely written as well as being neat, indexed (cross-indexed as appropriate), and logically assembled. All pages of each volume shall be appropriately numbered, and identified with the name of the Offeror, the date, and the solicitation number. In addition, the legend, "Restriction on Disclosure and Use of Data," shall be provided on each page as appropriate. The overall proposal shall consist of three (3)

physically separated volumes, individually entitled as stated below. Each volume shall contain a Table of Contents and a Glossary of Abbreviations and Acronyms. The required number of volumes of each proposal is shown below. Offerors shall not cross-reference to other volumes of the proposal and shall provide complete information within the appropriate volume. Information required for proposal evaluation, which is not found in its designated section, may result in an unfavorable evaluation. All contractual cost and pricing information shall be addressed **ONLY** in the Cost and Fee Proposal Volume III, unless otherwise specified. This solicitation requires Offerors to submit its entire proposal in writing and electronic format as follows:

<u>Proposal Volume — Title</u>	<u>Copies Required</u>
Volume I - Offer and Other Documents	1 original, 7 copies and 5 CD-ROM
Volume II - Technical Proposal	1 original, 10 copies and 5 CD-ROM
Volume III – Cost and Fee Proposal	1 original, 7 copies and 5 CD-ROM

The cover and outside of each CD-ROM must clearly identify the volume to which it relates. Electronic media versions of proposal files are to be formatted in Adobe Acrobat 7.0 (PDF) or higher (note additional requirements in Section L.5 for cost proposal information). The electronic media versions provided shall be searchable. The written material constitutes the official offer and proposal. In the event of a conflict, the written material takes precedence over the CD-ROM text.

- (e) Page Limitation. Page limitations are specified for each volume in the applicable sections that follow.
- (f) Page Count Exceptions. Every page of the Volume II – Technical Proposal shall be counted towards the page limitation, including attachments, appendices and annexes, except for the Table of Contents, Title Pages, Glossary, Dividers/Tabs, Blank Pages, Cross-Reference Matrix, Key Personnel Resumes, Key Personnel Letters of Commitment, Reference Information for Past Performance, List of Terminated Contracts, and ESH&QA Past Performance Form. Past Performance Evaluation Forms are submitted by the references separately and thus are not included in the Volume II page limitation.
- (g) Glossaries. Each volume shall contain a glossary of all abbreviations and acronyms used, including a definition for each.
- (h) Binding and Labeling. Each volume shall be separately bound in three-ringed loose-leaf binders. Staples shall not be used. The outside front cover of each binder shall indicate the Offeror’s name, the solicitation number, the title of the solicitation, and the copy number (i.e., sequentially number the required copies

with the original being Copy No. 1). The same identifying data shall be placed on the spine of each binder to facilitate identification and accountability when placed in a vertical position. Pages shall be numbered sequentially by volume and by individual sections within each volume.

- (i) Page Description. Page size shall be 8.5 x 11 inches, not including foldouts. Page margins shall be a minimum of one inch at the top, bottom and each side. Pages shall be single sided. Two columns of text per page and use of bold-faced type are acceptable. The solicitation number, the page number, the name of the Offeror, the date, and the legend, "Restriction on Disclosure and Use of Data," as appropriate, shall be provided on each page and is the only information that can be displayed within the one inch top, bottom, and side margins. A font size smaller than that which is described in the text below, can be used for this information; however, other text reductions are unacceptable.

Graphs, tables and spreadsheets where necessary must be 10 point or larger Arial or Times New Roman font type. All other text must be typed using 12 point (or larger), single-spaced, and using Arial or Times New Roman font type. Foldouts of charts, tables, diagrams or design drawings shall not exceed 11 x 17 inches. Foldout pages shall fold entirely within the volume, and each side of a foldout is considered two (2) pages for purposes of determining the number of pages. Page margins for the foldouts shall be a minimum of one inch at the top, bottom and each side. Foldouts may only be used for large tables, charts, graphs, diagrams and other schematics, and not for pages of text.

The Volume II – Technical Proposal will only be read and evaluated up to the page limitation. Page counting will begin with the first page of the Volume II – Technical Proposal subject to the page limitation. Pages exceeding the page count will not be read or evaluated. No material may be incorporated by reference as a means to circumvent the page limitation.

- (j) Table of Contents. The Offeror shall incorporate a table of contents into each proposal volume, showing section titles, sub-section titles, and page numbers. Also include a list of all tables and figures.
- (k) Cross-Reference Matrix. The Offeror shall provide a Cross-Reference Matrix which correlates the proposal by page and section or sub-section number to the Performance Work Statement (PWS), Section L, and Section M. The Cross-Reference Matrix shall be inserted in the Offeror's proposal immediately following the Table of Contents for Volume II.
- (l) Classified Information. The Offeror shall not provide classified information in response to this solicitation.

- (m) Point of Contact. The Contracting Officer or the Contracting Officer's designated representative is the sole point of contact during the conduct of this procurement.
- (n) Errors or Omissions. The solicitation is considered complete and accurate in every detail and adequately describes the Government's requirements. If the Offeror feels any part of the solicitation contains an error or omission, contact the Contracting Officer to obtain clarification. To preclude unnecessary work and to assure submittal of a complete proposal, the Offeror is cautioned to resolve all questionable areas with the Contracting Officer.
- (o) Changes to the Solicitation. No changes to this solicitation will be effective unless they are incorporated into the solicitation by amendment.
- (p) Information Provided. The Government will evaluate on the basis of information provided in the proposal. The Government will not assume that an Offeror possesses any capability unless such a capability is established in the proposal.
- (q) Alternate Proposals. Alternate proposals are not solicited or desired and will not be evaluated or accepted. The Offeror shall use the organization of work set forth in the PWS as their Work Breakdown Structure (WBS) and shall not propose their own WBS structure for this solicitation.
- (r) Reading Room(s). An electronic reading room is available at http://www.emcbc.doe.gov/WVDP_Phase_I_Decommissioning/. A public reading room containing historical WVDP information is available at the following location:

Concord Public Library
18 Chapel Street
Springville, NY 14141
- (s) Internet Sites. The Internet sites referenced throughout the solicitation can be found at the locations listed below:

Federal Acquisition Regulation (FAR) clauses and provisions and Federal Acquisition Circulars (FACs) which contain the most recent changes to the FAR: <http://acquisition.gov/far/index.html>

Federal Business Opportunities (FedBizOpps):
<http://www.fedbizopps.gov/>

Department of Energy Acquisition Regulation (DEAR) Clauses and Provisions: <http://professionals.pr.doe.gov>

U.S. Department of Energy, Environmental Management Consolidated
Business Center:

<http://www.emcbc.doe.gov>

West Valley Demonstration Project Phase 1 Decommissioning Request for
Proposals Site:

[http://www.emcbc.doe.gov/WVDP_Phase I Decommissioning/](http://www.emcbc.doe.gov/WVDP_Phase_I-Decommissioning/)

- (t) Use of Unclassified Controlled Information (UCI). Offerors shall mark any pages of their proposals that contain information that is designated Unclassified Controlled Nuclear Information (UCNI), Official Use Only (OUO), and Export Controlled Information (ECI) correctly. The Documents Library for the Request for Proposals web site at [http://www.emcbc.doe.gov/WVDP_Phase I Decommissioning/](http://www.emcbc.doe.gov/WVDP_Phase_I-Decommissioning/) identifies documents that are designated UCNI, OUO and ECI. Instructions for obtaining these documents are in the Requesting Sensitive Data section of the Request for Proposals web site.
- (u) Disclaimer. For proposal preparation purposes, the Government has provided information within Section C about the condition and/or status of various facilities as anticipated at the start of the contract. This described condition and/or status are based on information known by the Government as of the time of release of the RFP; conditions and/or status may change over the course of the procurement, especially if contract start is delayed significantly beyond the current projected date of July 1, 2011. The Government does not intend to amend the RFP to update the condition and/or status of facilities for the types of changes that reasonably might be expected to occur in the normal and ordinary course of contract performance between release of the RFP and contract award.

L.3 PROPOSAL PREPARATION INSTRUCTIONS - VOLUME I: OFFER AND OTHER DOCUMENTS

- (a) General. Volume I, Offer and Other Documents, contains the offer to enter into a contract and other documents. Offerors shall assemble the information for Volume I in the order listed below. The signed original(s) of all documents requiring signature by the Offerors shall be contained in the original volume(s). There is no page limitation on Volume I.
- (b) Cover Letter. Provide a cover letter that includes the items shown below. The cover letter will not be evaluated.
 - (1) The solicitation number.
 - (2) Names, addresses, titles, telephone and facsimile numbers, and e-mails of persons authorized to negotiate on behalf of the Offeror in

connection with this solicitation. Also, include the same information for the person authorized to sign the offer.

- (3) The complete, formal name and address of the Offeror, proposed subcontractors, all joint venture members, and all limited liability company members, as applicable. Also, provide the Dun & Bradstreet LTD (DUNS) number for each of the above named entities.
- (c) Standard Form 33, Solicitation, Offer and Award. The Standard Form 33 shall be fully executed by an authorized representative of the Offeror. This form shall be used as the cover sheet of each copy of Volume I, Offer and Other Documents. By the Offeror's signature on the Standard Form 33, it is agreeing to accept the model contract (Sections A through K of this RFP) as written. Offerors do not need to submit the complete language from all of the contract clauses in its proposal. Rather, Offerors need only submit those pages in which the Offeror is to complete certain information as a part of its offer. Those specific areas are described in subsequent paragraphs. Offerors shall also acknowledge all amendments to the solicitation in Block 14 of the Standard Form 33.
- (d) Critical Subcontracts – Designation and Consent. The Offeror shall identify any subcontractors in their proposal which are proposed to perform critical elements of the Performance Work Statement and which are crucial to successful contract performance regardless of the anticipated dollar value of the subcontracts.
- (e) Joint Ventures and/or Limited Liability Companies (LLCs) and/or Any Other Teaming Arrangements. Offerors who submit a proposal as one of the above shall provide full and complete information on each of the participating members/companies, as well as the proposed organization itself. The Offeror shall provide copies or drafts of the applicable joint venture and/or LLC agreements, any applicable mentor/protégé agreements or arrangements, and any agreements and/or arrangements with subcontractors regarding the nature and extent of the work to be performed under this solicitation. The Government reserves the right to require consent to subcontract for each of the proposed subcontractors in accordance with FAR 52.244-2, Subcontracts (Section I).
- (f) Performance Guarantee. The Contract clause in Section H entitled "Performance Guarantee and Responsible Corporate Official" requires the Offeror's parent organization(s) or all member organizations if the Offeror is a joint venture, limited liability company, other similar entity, or a newly formed entity to guarantee performance of the contract. The Offeror shall submit a fully completed and executed Performance Guarantee Agreement provided in Attachment L-13.

- (g) Recognition of Performing Entity. Offerors shall designate all entities that are proposed to perform work under the contract that are a part of the proposal upon which any contract award would be based. This includes subcontractors, joint venture members, parent(s), LLC members, etc.
- (h) Responsible Corporate Official. Offerors shall specify the name of the individual designated as the Responsible Corporate Official.
- (i) Corporate Governance. The Offeror shall identify by name and affiliation each member of the Corporate Board of Directors (or functionally equivalent entity) that will have corporate oversight of the management operations of the proposed contractor organization and key personnel. If the Offeror's proposed organization is a joint venture, newly-formed LLC, or similar entity where more than one company is involved in a business relationship created for the purpose of performing under the resultant contract, the Offeror shall provide the information required by this provision for that formal organizational element established to act in a manner that is functionally equivalent to a Corporate Board of Directors.

The Offeror shall describe the role of the Board of Directors (or functionally equivalent entity) in providing corporate oversight, assurances, and resource commitments to ensure that the proposed organizational structure and key personnel effectively manage and accomplish the work contemplated under the contract.

- (j) Section I, Small Business Subcontracting Plan.
 - (1) A completed and acceptable Small Business Plan is required to be submitted by large business Offerors only, in accordance with the Section I clause entitled FAR 52.219-9, Small Business Subcontracting Plan, and proposal instructions herein. The Offeror shall include plans to establish Mentor-Protégé agreement(s) in accordance with Clause H.42, Mentor-Protégé Program, in the Small Business Plan. The Small Business Subcontracting Plan will become part of the contract as Section J, Attachment J-5.
 - (2) To be considered acceptable, the Offeror's plan shall address, in adequate detail, each of the eleven elements identified in FAR 52.219-9(d). **Failure by a large business Offeror to submit and/or negotiate a subcontracting plan that addresses each of the eleven elements identified in FAR 52.219-9(d) in adequate detail may make the Offeror ineligible for award of a contract.**
 - (3) The Offeror shall establish goals that afford small businesses with the maximum practicable opportunity to participate in contract performance consistent with efficient performance. In developing its proposed plan, the Offeror shall establish specific subcontracting

goals for various small business categories. The minimum goals of this solicitation for each small business category are as follows:

<u>Component</u>	<u>Percent</u> <u>(%)</u>
Small Business (SB)	50.20
Small Disadvantaged Business	5.00
Women-Owned SB	5.00
HUBZone SB	3.00
Service-Disabled Veteran-Owned SB	3.00

Percentages shown above are percent of total subcontractor work specified by FAR 52.219-9, Small Business Subcontracting Plan.

- (4) For information purposes, the small business subcontracting goals for the Department of Energy and the Small Business Subcontracting Plan goals and achievements of the incumbent contractor are available for review at the West Valley Demonstration Project Phase 1 Decommissioning procurement website at:
http://www.emcbc.doe.gov/WVDP_Phase_I_Decommissioning/. Each Offeror is strongly encouraged to consider this information in establishing goals under its proposed Small Business Subcontracting Plan.
- (5) The Offeror shall complete an acceptable Attachment L-12, Small Disadvantaged Business Participation Program Targets Form in accordance with FAR 52.219-24, Small Disadvantaged Business Participation – Targets (OCT 2000). These Targets should demonstrate a commitment to Small Disadvantaged Business participation and will become part of the contract as Section J, Attachment J-7.
- (k) Earned Value Management System (EVMS) Documentation. The Offeror's EVMS documentation shall be submitted as required under the Section L Provision titled, FAR 52.234-3, Notice of Earned Value Management System – Post Award IBR. **The Offeror shall submit a current and valid EVMS certification with the proposal. If the Offeror is a newly formed joint venture, LLC, or other similar entity, and does not have a certified EVMS, the certified EVMS system of a parent entity can be substituted if it is proposed to be migrated to the newly formed entity and employed under the contract. In the absence of a certified EVMS, the Offeror shall submit an EVMS Certification Plan to DOE with the proposal.**
- (l) Section K, Representations and Certifications. The Offeror, each team member (as defined in FAR Subpart 9.6), and each subcontractor shall

complete the annual Representations and Certifications electronically via the Online Representations and Certifications Application (ORCA) web site and shall fully execute the Representations, Certifications and Other Statements of Bidders/Offerors in Section K. In addition, the FOCI requirements in Clause H.16, Personnel Security Clearances, must be met evidence of which must be provided along with the Representations and Certifications.

- (m) Remittance Address. If the Offeror's address shown on the Standard Form 33 is different from the remittance address, the remittance address shall be provided.
- (n) Equal Opportunity Compliance. The Offeror shall provide all of the information required to perform a pre-award on-site equal opportunity compliance evaluation in accordance with FAR 52.222-24. This information shall include the company name, address, phone number and the point of contact for EEOC. This information shall be provided for the Offeror, as well as, each joint venture member. Additionally, each first tier subcontractor with a subcontract of \$10 million or more is required to provide the information described above.
- (o) Exceptions and Deviations. Exceptions and/or deviations are not sought and the Government is under no obligation to enter into discussions. However, any exceptions and/or proposed deviations taken to the terms and conditions of the proposed contract shall be identified. The exceptions and proposed deviations should be listed in a logical sequence such as by individual sections of the solicitation. The Offeror shall provide a summary and specific cross-references to the full discussion of exceptions or deviations taken in the other proposal volumes. The benefit to the government, if any, shall be explained for each deviation/exception taken.

IF AN OFFEROR PROPOSES EXCEPTIONS AND/OR DEVIATIONS TO THE TERMS AND CONDITIONS OF THE SOLICITATION, THE PROPOSAL MAY BE UNACCEPTABLE FOR AWARD WITHOUT DISCUSSIONS. FURTHER, THE GOVERNMENT MAY MAKE AN AWARD WITHOUT DISCUSSIONS TO ANOTHER OFFEROR THAT DID NOT TAKE EXCEPTIONS AND/OR DEVIATIONS TO THE TERMS AND CONDITIONS.

- (p) Authorized Negotiators. The Offeror shall provide a list of individuals who are authorized to negotiate on its behalf with the Government in connection with this solicitation. The list shall include the name, title, organization and telephone number of each individual.

L.4 PROPOSAL PREPARATION INSTRUCTIONS - VOLUME II: TECHNICAL PROPOSAL

The Technical Proposal consists of written information intended to present the Offeror's understanding, capabilities, experience, and approach to satisfy the requirements of the Performance Work Statement (PWS). Excluding the items listed in L.2(f), Volume II shall not exceed 100 pages; pages that exceed this amount will not be evaluated. The Offeror shall address each section of the PWS. No cost information shall be included in the Technical Proposal.

The format and content of Volume II, Technical Proposal, shall consist of the following:

(a) Factor 1 - Technical Approach

Project Management and Execution. The end state of this contract will be the completion of all work in the PWS as defined in Clause B.2. The Offeror shall describe in detail their approach to accomplishing the PWS and how they will sequence all of the activities in the PWS to achieve the contract end state within seven years based on the funding profile provided in Table L.2 in Section L.5 below. This will include a description of the Offeror's approach to perform the work at a minimum to the lowest level of the Work Breakdown Structure (WBS) provided as Attachment L-14. The Offeror shall provide its critical path schedule to the lowest level of the WBS provided as Attachment L-14. The Offeror shall use the organization of work set forth in the PWS and the WBS provided as Attachment L-14, and shall not propose their own WBS structure for this solicitation. The Offeror shall describe how their approach will maximize performance by balancing cost and schedule efficiencies to meet contract objectives and execute the PWS. The Offeror shall describe in detail their technical approach to accomplishing the relocation of the HLW canisters in the HLW Canister Interim Storage Systems and all of the D&D activities in the PWS. In addition, the Offeror shall describe their technical approach to providing the site maintenance and infrastructure services in the PWS. The technical approach to D&D activities shall describe the sequence and methodology of the various activities and shall include any technical assumptions made by the Offeror in the performance of the work.

The Offeror shall also describe their approach to establishing and maintaining an Integrated Safety Management System (ISMS) that is an integral, and visible, part of how the organization conducts business, including, but not limited to, the following areas: (1) Plan for establishing and maintaining core ES&H competencies (e.g. as applicable – Critical Safety, Nuclear Safety, Occupation Medicine, Radiation Protection, Industrial Safety, Environmental Compliance, Fire Protection, etc.) and how subject matter experts in these disciplines will provide feedback on the

adequacy of controls in planning and executing work; (2) Approach for establishing funding levels for the core ES&H functions and what mechanisms will ensure that necessary funding is allocated; (3) Approach for effective and efficient regulatory compliance, including obtaining and maintaining permits and licenses required to operate the site (NPDES, air permits, etc.); (4) Flow-down of ES&H requirements and oversight of subcontract activities; (5) Approach for achieving ES&H excellence, as well as establishing and maintaining ES&H accountability at all levels of the organization; (6) Involvement of appropriate staff in the planning and implementation of ES&H activities; and (7) Approach to continuous improvement.

The Offeror shall identify the three most significant risks to successful performance of the PWS and their approach to eliminate, avoid, or mitigate each of these risks. DOE will evaluate only the first three risks identified by the Offeror. The Offeror shall describe their approach to minimizing the impact of the changing work requirements throughout the contract period on the workforce and the actions they will take to ensure that the optimal skill mix is readily available to perform the work throughout the contract period.

Regulatory Approach. The Offeror shall describe their approach to achieve regulatory approval for the proposed execution of all activities in the PWS. The Offeror shall demonstrate how they will integrate their regulatory approach with their project management and risk management approaches. The Offeror shall describe, in sufficient detail, their plans to obtain the necessary permits and regulatory approval to complete all activities in the PWS, consistent with the proposed project management approach. Additionally, the Offeror shall describe their regulatory approach to support waste management and disposal activities.

(b) Factor 2 – Key Personnel and Organizational Structure

(1) Key Personnel Resumes and Organizational Structure

The Offeror shall propose five (5) Key Personnel they consider to be essential to the successful accomplishment of the PWS. At a minimum, the five (5) Key Personnel positions shall include the following:

General Manager
Deputy General Manager
ESH&Q Manager

The position of Deputy General Manager may include other non-Key Personnel collateral duties as proposed by the Offeror. The Offeror shall provide a rationale for their proposed organizational structure to execute the PWS requirements. This rationale shall describe the suitability of the

proposed Key Personnel position(s) relative to the proposed organizational structure including the roles, responsibilities, authorities, lines of communication, and interfaces with DOE and other stakeholders. Additionally, the Offeror shall provide an organization chart detailing functional elements down to the first tier supervisors with the number of personnel assigned to each supervisor. The Offeror shall also describe any previous experience of the proposed Key Personnel working together.

The Offeror shall describe how their organization and business systems support implementation of the Technical Approach proposed and provide control and accountability for contract performance. Additionally, the Offeror shall describe how their organization and business systems allow for the allocation of resources at multiple sites and on multiple contracts. The Offeror shall discuss the authority level of their proposed Key Personnel and their access to corporate resources. The Offeror shall describe their management procedures for monitoring and controlling subcontractor and/or teaming partner performance and integrating their subcontractors and/or teaming partners into their organizational structure. Additionally, the Offeror shall describe how they will maximize the participation of small businesses in performance of the work. The Offeror shall identify any proposed small business subcontractors, including small disadvantage businesses, describe the specific work that will be performed by each, and describe the extent to which the performance of this work will contribute to the successful contract performance.

The Offeror shall provide written resumes for Key Personnel which describe their education, leadership, relevant experience, suitability for the proposed position, and experience on work similar in size, scope, and complexity to the work they are proposed to perform. Resumes shall be provided for the General Manager and all other proposed Key Personnel. Each resume shall not exceed five (5) pages in length, with the exception of the resume for the General Manager, which may not exceed seven (7) pages. DOE will not evaluate any pages exceeding page limitations. Offerors are advised that the Government may contact any or all Key Personnel references listed in the resumes and other sources including those not provided by the Offeror. The DOE reserves the right to use any information received as part of its evaluation of the Key Personnel. The resumes shall be provided in the format shown in Attachment L-1. Letters of Commitment shall be provided in the format shown in Attachment L-2, and shall not exceed one (1) page. Upon award, the proposed Key Personnel will become part of Clause H.8 entitled Key Personnel Replacement. **Failure to submit letters of commitment and resume formats as shown may result in the Offeror receiving a lower rating for this factor or the Offeror's proposal being eliminated from further consideration for award.**

Pursuant to Clause H.16, Personnel Security Clearances, the Offeror must demonstrate in the proposed General Manager's resume that this individual has an "L" security clearance or has the ability to obtain an "L" security clearance within 90 days of the contract award date.

(2) Key Personnel Oral Presentations

The Government will conduct an oral presentation session with all proposed Key Personnel for each Offeror. Attendance is limited to Key Personnel only. Each proposed key person shall be physically present and actively participate during the oral presentation. During the session, the Government will provide managerial scenarios and the responsible Key Personnel shall respond to the scenarios during the oral presentation. The Government will evaluate the oral presentation information against the criteria specified in Section M. The oral presentation will not constitute a part of the offer in Volume I, and it is not the Government's intent to incorporate any portion of the oral presentation into the contract resulting from this solicitation. The oral presentation will not constitute "discussions" as defined in FAR 15.306(d), nor will it obligate the Government to conduct discussions, to solicit offer revisions, or to solicit final proposal revisions. Oral presentations are intended to measure the ability of the Offeror's Key Personnel to respond to the scenarios at the time of the presentation.

The Government will schedule the oral presentations based on a drawing of lots and will notify each Offeror within five working days after the proposal submission date of the date, time, location, and other instructions related to its oral presentation. The oral presentation will commence within approximately twenty to thirty working days thereafter. The Government reserves the right to conduct the oral presentations prior to the above timeline or reschedule an Offeror's presentation. The Government may reschedule oral presentations at its discretion, but will not reschedule at the request of an Offeror absent good cause which is not attributable to actions of the Offeror (e.g., personal sickness or unforeseen emergency). The schedule for each Offeror's oral presentation is as shown below. Time limits will be strictly enforced by the Government.

The Offeror may only use notepads, flipcharts and markers provided by the Government during the Offeror's preparation of response to scenario(s) and the Offeror's presentation of response to the Government. The Government will retain all Offeror flipcharts for evaluation. The Offeror may not bring any electronic equipment to include but not limited to computers/laptops, cell phones, cameras, video or audio recording equipment, into the oral presentation. In addition, the Offeror may not bring any presentation or reference material including their written proposal. The Government will videotape each Offeror's presentation, including scenario preparation time. The Government also reserves the right to observe the Offeror's scenario

response preparation process. A copy of the videotape will be available to the Offeror, upon request, after contract award.

Limitations:

- i. The term “Key Personnel Oral Presentation” is not synonymous with “oral discussion” as defined in Section 15.306 of the Federal Acquisition Regulation (FAR); the FAR prescribes strict controls over when, where, and to what extent, the Government can communicate with an Offeror regarding its proposal (see FAR 15.306 and 15.307). The Government does not intend to allow discussions during Key Personnel oral presentations and, therefore, does not consider Key Personnel oral presentations to constitute oral discussions as defined in FAR 15.306.
- ii. The Offeror will be expected to submit a list identifying the presenters and their positions within the Offeror’s organization to the Contracting Officer two weeks before the date of the oral presentation.
- iii. Only the Key Personnel oral presentation and interactions during the presentation will be evaluated. Offerors will not be permitted to use models, samples or any other written material other than what is prepared during the presentation.
- iv. Key Personnel oral presentations shall not include any discussion of price or cost or fee.

KEY PERSONNEL ORAL PRESENTATION SCHEDULE		
Time Allocation		Activity
8:00 a.m.	8:15 a.m.	Government introductions and instructions
8:15 a.m.	8:45 a.m.	Opening remarks by Offeror’s proposed Chief Executive and introduction of Key Personnel
8:45 a.m.	9:30 a.m.	Written Scenario #1 provided to Offeror and Offeror prepares response
9:30 a.m.	10:15 a.m.	Key Personnel presentation for Scenario #1
10:15 a.m.	10:30 a.m.	Break
10:30 a.m.	11:15 a.m.	Written Scenario #2 provided to Offeror and Offeror prepares response
11:15 a.m.	12:00 p.m.	Key Personnel presentation for Scenario #2
12:00 p.m.	12:15 p.m.	Break
12:15 p.m.	1:00 p.m.	Written Scenario #3 provided to Offeror and Offeror prepares response
1:00 p.m.	1:45 p.m.	Key Personnel presentation for Scenario #3
1:45 p.m.	2:00 p.m.	Government closing remarks

(c) **Factor 3 – Relevant Experience**

The Offeror shall describe its relevant experience within the last five (5) years in performing work similar in size, scope and complexity to that described in the PWS including the experience of the Offeror, its predecessor companies, parent or holding companies (if relevant), all teaming participants and any other major subcontractors. The term “major subcontractors” is defined in L.2(b); size is defined as dollar value and duration; scope is defined as the type of work (e.g., performing critical lifts and equipment moves, demolition of large concrete structures that have been heavily contaminated with nuclear fission products, handling radioactive packages with dose rates of 2,000 to 7,000 rads per hour with an average of 3,000 rads per hour, etc.); and complexity is defined as challenges to successful contract performance. The Offeror’s discussion shall address the nature of any challenges encountered in providing support and the resources utilized to meet these challenges. In addition, the Offeror shall provide examples of work they previously performed in which successful performance required mitigation of the same or similar three risks identified in Factor 1, Technical Approach. The Offeror shall describe the risks encountered, the actions taken to mitigate the risks, and the outcome of the actions taken. The Offeror shall describe their experience in using corporate capability to provide support and problem-solving resources. Additionally, the Offeror shall describe their experience working with stakeholders and regulatory agencies at the state and federal levels and their experience managing and integrating regulatory requirements. The information provided shall be described in sufficient detail to enable the Government to clearly identify and define the portion of work to be performed by each entity (Offeror, major subcontractors, and/or teaming participants) under the Offeror’s proposed approach.

The Offeror shall provide information for three (3) contracts for the Offeror and three (3) contracts for each major subcontractor and/or teaming participant using the Attachment L-4, Experience and Past Performance Reference Information Form, for each contract. If the Offeror is a newly formed entity such as a joint venture or LLC, the Offeror shall provide information for three (3) contracts for each of the members of the joint venture or LLC. These contracts shall have been completed within the last five (5) years or currently ongoing. On the Attachment L-4, Experience and Past Performance Reference Information Form, the Offeror shall describe its own relevant experience and the relevant experience of its predecessor companies, parent or holding companies (if applicable), all teaming participants, and any major subcontractors. On Attachment L-4, the Offeror shall identify the contract number, customer name and contract information, title of contract, award date, duration, award and actual value, and contract type. The Offeror shall describe the depth of each entity’s role in the management and execution of the experience cited. The Offeror shall

crosswalk each entity's proposed role and experience to the work in the PWS, if applicable. In addition, the Offeror shall describe any experience that they have had working with their teaming participants in performing work similar in size, scope and complexity to the work in the PWS.

Part A of Attachment L-4, Experience and Past Performance Reference Information Form is limited to five (5) pages. Additional information pertaining to Factor 4 – Past Performance shall be provided in Part B of Attachment L-4. There are no Page Limitations for Part B. DOE does not want and will not evaluate a summary section highlighting relevant experience that is submitted in addition to Attachment L-4. **The contracts referenced for each entity shall be the same contracts for which Past Performance information is provided for Factor 4 below.**

(d) **Factor 4 - Past Performance**

The Offeror shall submit the following information as part of its proposal:

- (1) The Offeror shall provide a completed Attachment L-4, Experience and Past Performance Reference Information Form, for three (3) contracts similar in size, scope and complexity to the work described in the PWS which have been completed or are in progress during the past five (5) years for the Offeror, each joint venture partner, LLC member, and all major subcontractors. For each of the contracts, the Offeror shall provide the information as requested on the Attachment L-4, Experience and Past Performance Reference Information Form. References should be provided solely for the work performed by the proposing division of the Offeror's company. The Offeror shall identify the portion of the work (size, scope, and complexity) performed by the entity specified in the form. Contract work for state and local Government, private sector clients, and subcontracts that are similar to the work described in the PWS will be evaluated equally with similar Federal contracts. **The contracts for which Past Performance information is submitted for the Offeror, each joint venture partner, LLC member, and major subcontract shall be the same contracts for which information is provided in Factor 3 – Relevant Experience.**
- (2) The Offeror shall provide information on problems encountered on the contracts identified above and corrective actions taken to resolve those problems in Part B of Attachment L-4, Experience and Past Performance Reference Information Form. The problems should have been caused directly by the Offeror or ones that resulted from the Offeror's operations, policies, planning, scheduling, or practices including, but not limited to: serious injuries or fatalities; Price Anderson enforcement actions; regulatory notices of violation

resulting from environmental non-compliances; missed milestones; cost overruns. The problems should have been managed directly by the Offeror of the other team member for which Past Performance Evaluation Forms are being provided.

- (3) The Offeror shall submit its environment, safety and health past performance information for the year-to-date and the past five years, on all public and private contracts, as shown in Section L, Attachment L-5, Environment, Safety, Health, and Quality Assurance Past Performance Form. One Attachment L-5 shall be submitted for the Offeror as well as for each major subcontractor and each member of joint ventures or LLC newly formed for purposes of performing this contract, if any.
- (4) The Offeror shall provide the Attachment L-6, Past Performance Questionnaire, to each of the clients named on the Attachment L-4. The Offeror shall require that the clients return the Past Performance Questionnaire directly to the address identified below and on the Attachment L-3, Past Performance Cover Letter, no later than the proposal due date.

The Offeror shall be responsible for ensuring that all Past Performance Evaluation Forms are received by the appropriate responding official of each entity for which a reference is being requested. The Offeror shall also be responsible for ensuring that each Past Performance Evaluation Form is received by the Contracting Officer from each responding official. Past Performance Evaluation Forms may be submitted by each responding official to the Contracting Officer via mail to the following address:

U.S. Department of Energy
Environmental Management Consolidated Business Center
ATTN: Mr. Barry M. Page
250 East 5th Street
Cincinnati, OH 45202

The Past Performance Evaluation Forms may also be submitted to the Contracting Officer via e-mail at barry.page@emcbc.doe.gov or via facsimile at 513-246-0529. Offerors should allow adequate time for the completed forms to be returned to the Contracting Officer by the proposal due date. Forms not received by the proposal due date may not be considered if consideration will unduly delay evaluations. Offerors may contact the Contracting Officer at the e-mail address or via telephone at 513-246-0547 to confirm the receipt of Past Performance Evaluation Forms.

Offerors are advised that the Government may contact any or all references in the proposal and other sources, including any Federal Government electronic databases, and that the information obtained may be used for both the responsibility determination and the past performance evaluation. It is the Offeror's responsibility to provide sufficient information to demonstrate the relevancy and similarity of the references provided for past performance evaluation to the PWS.

- (5) The Offeror shall provide Attachment L-7, List of Terminated Contracts (partially or completely) within the past five (5) years with an explanation for the termination provided for the Offeror or other teaming participant and/or major subcontractor for which Past Performance Evaluation Forms are being provided.

L.5 PROPOSAL PREPARATION INSTRUCTIONS - VOLUME III: COST AND FEE PROPOSAL

Offerors shall provide proposed cost and fee by completing Section B.2, Estimated Cost and Award Fee. Supporting detail for Section B.2 shall be provided under this Volume, Cost and Fee Proposal, in accordance with the instructions in this provision. Offerors shall provide proposed cost for all activities included in Section L, Attachment L-8, Summary of Cost Worksheets.

Instructions – Cost and Fee Proposal – Written Proposal - The Offeror shall prepare its cost proposal in accordance with the following instructions:

- (a) All cost and fee information shall be included in Volume III of the proposal. None of the information contained in Volume III should be included in any other proposal volumes unless specifically requested in the solicitation.
- (b) All pages in the Volume III Cost Proposal, including forms, tables, and exhibits must be numbered and identified in a volume table of contents. The cost proposal shall be sufficiently complete so that cross-referencing to other proposal volumes is not necessary. There is no page limitation on the cost proposal.
- (c) For proposal preparation purposes, Offerors shall assume an anticipated award date of May 1, 2011, with a 2-month contract transition period; therefore, Offerors shall assume full responsibility for performance of the contract requirements on **July 1, 2011**. Proposed costs shall be provided based on a Fiscal Year (FY) from **October 1** through **September 30**.
- (d) The Offeror shall propose costs for each year corresponding to the cost of performing the PWS. To assist in preparation of proposals, DOE has provided an anticipated funding profile in Table L.2 below. Proposed costs shall be provided based on the definitions of fiscal years noted in Table L.2.

The Offeror shall not assume fiscal year carryover. Proposed costs for Safeguards and Security Program (PBS OH-WV-0020 noted in Table L.2) shall include those activities required to provide General Security, Physical Security and Cyber Security (PWS C.10.0) for all project activities in accordance with applicable DOE standards and regulations. The West Valley Demonstration Project safeguards and security program provides for a secure working environment during execution of the Project. The safeguards and security program maintains access controls and perimeter security of the site, and ensures general site security for personnel and information technology systems.

The anticipated funding profile provided below is the Government's estimate as of the date of the solicitation of future available funding. This assumed funding is not a guarantee of available funds. Actual funding may be greater or less than these estimates. There is no commitment by DOE to request funds equivalent to this assumed funding. Available funds depend on Congressional appropriations and priorities within the DOE. Contract transition costs shall be included as part of the total cost of the PWS.

Table L.2 -- Anticipated Funding Profile for the West Valley Contract (\$ M)

	FY2011	FY2012	FY2013	FY2014	FY2015	FY2016	FY2017	FY2018
DOE Funding	\$14.6	\$58.4	\$58.4	\$58.4	\$58.4	\$58.4	\$58.4	\$34.1
DOE Safeguards and Security Funding PBS OH-WV-0020	\$0.4	\$1.6	\$1.6	\$1.6	\$1.6	\$1.6	\$1.6	\$0.9
Estimated Contract Funding	\$15.0	\$60.0	\$60.0	\$60.0	\$60.0	\$60.0	\$60.0	\$35.0

FY2011 is defined as the period beginning July 1, 2011 and ending September 30, 2011. FY2011 excludes the transition period which is estimated to begin on May 1, 2011, and end June 30, 2011, for proposal preparation purposes. FY 2018 is defined as the period of October 1, 2017 not to exceed April 30, 2018. All other fiscal years are defined as the period of October 1 to the following September 30. For example, FY2012 is defined as the period beginning October 1, 2011 and ending September 30, 2012. The contract period will be proposed by the Contractor based on the anticipated funding profile above.

- (e) Proposed Fee. The Offeror shall propose award fee for Contract Line Items (CLINs) 001, 004, and 005. The Offeror's proposed award fee for these elements shall not exceed ten (10) percent of the Offeror's total estimated cost for each of these elements. The Offeror shall propose Performance Based Incentives (PBIs) based on schedule and cost for CLINs 002, 003, and 006. The Offeror shall propose a milestone completion date for each of these elements to which schedule incentives will be tied based on the completion criteria specified in Section B.2, Total Estimated Cost and Fee. In addition, the Offeror shall propose a target cost for each of these elements to which cost incentives will be tied. Offerors shall also propose a target fee for these elements of no more than ten (10) percent. The

minimum and the maximum fee established by the Government for these elements are 2% and 12% respectively.

- (f) Cost Worksheets. Format and present all cost information to provide full traceability between Section B.2, Total Estimated Cost and Fee, Summary of Cost Worksheets provided as Attachment L-8, Direct Labor Hours Worksheet provided as Attachment L-9, Waste Quantities and Cost Worksheet provided as Attachment L-10, and with the information required in the Technical Proposal. Additionally, all proposed costs information shall be fully traceable between the detailed costs of the estimate and the Section L Attachments. Examples of the type of information that would provide traceability include spreadsheets with formulas that sum the detailed costs from the lowest level of the estimate through the intermediate WBS levels. It is not acceptable to provide a diagram describing the process used to sum costs through the WBS levels.
- (g) Work Breakdown Structure (WBS). The Offeror shall use the organization of work set forth in the WBS included as Attachment L-14 for its cost proposal. The Offeror shall not propose its own WBS structure for this solicitation.
- (h) Proposed Schedule. The Offeror shall provide a resource loaded schedule (utilizing **Oracle's Primavera P6 Enterprise Project Portfolio Management**® software). The schedule activities shall be presented at a minimum to the lowest level of the WBS provided as Attachment L-14 (excluding DOE provided cost activities) and include logic ties. This schedule shall be fully traceable to Volume II, Technical Proposal. For those PWS elements for which DOE provides costs, the schedule shall reflect the provided cost as a resource, consistent with the FY period allocation in the Attachment L-8, Summary of Cost Worksheets.
- (i) Offeror Proposed Costs.
 - (i) WBS. For activities associated with Offeror proposed costs, the cost proposal shall include a breakdown of costs correlated with Section C and consistent with the Offeror's Technical Proposal and the WBS included as Attachment L-14. The Offeror shall provide the cost proposal at a minimum to the lowest level of the WBS provided as Attachment L-14.
 - (ii) Basis of Estimate. Provide a Basis of Estimate thoroughly documenting all estimates. A Basis of Estimate description shall be provided for each activity at the lowest level in the estimate.

The detailed narrative description shall include how the proposed costs by cost element were derived, including summary of work

scope, source of estimate information, summary statement of site conditions (including all major assumptions that were used to establish the site condition by WBS), supporting rationale, summary of estimating methods, process and assumptions (including all major assumptions that were used to establish the Offeror's cost to perform the contract requirements), and other related information to provide clarity and understanding of the Offeror's Basis of Estimate. Offerors shall clearly indicate for each WBS by cost element (direct labor, direct material, indirect costs, etc.): (1) what data is existing and verifiable, (2) judgmental factors applied in projecting from known source data to the estimate, (3) key assumptions (not in conflict with the PWS), and (4) the basis for each cost element. Offers shall be sufficiently detailed to demonstrate reasonableness and realism.

The Basis of Estimate shall be a standalone document within Volume III, separate from the estimate calculations. Back-up supporting documentation (for example, Timberline estimating back-up documentation) supporting the pricing from the Offeror's estimating software shall be provided detailing the proposed costs including showing all labor hours by labor category cumulative for the project and by FY period and quantities and unit pricing for other than direct labor costs cumulative for the project and FY period (for example, number of units multiplied by unit costs of material).

- (iii) Cost Elements. The cost proposal shall be provided by major cost elements: direct labor (including labor categories, direct labor hours and direct labor rates for each labor category type), fringe benefits, direct labor overhead (if applicable), material, material handling overhead (if applicable), equipment (including capital investments), subcontract (\$10 million or more) (shall be individually estimated and provided for by major cost elements as described in this paragraph), subcontract/joint venture/LLC member or other teaming arrangement (under \$10 million), sampling, personal protective equipment (PPE), waste disposal, waste transportation, waste packaging (including container costs), waste treatment, supplies, travel, relocation, other direct costs, joint venture/LLC member or other teaming arrangement (\$10 million or more) (shall be individually estimated and provided for by major cost elements as described in this paragraph), and General and Administrative (G&A) costs (if applicable). Attachment L-8 shall be completed in total and by FY period. For cost proposal preparation purposes, the \$10M threshold is defined as the total value of the subcontract, joint venture/LLC member or other teaming arrangement.
- (iv) Labor Rates. The Offeror has the ability to propose its own direct labor rates for all labor categories; however, the Offeror's proposed

direct labor rates for incumbent employees shall be at least the applicable DOE-provided average direct labor rates for all incumbent workforce employees (see documents titled, Incumbent Employees Average Labor Rates, provided under the Workforce Breakdown and Pay and Benefits Section on the web site for this procurement at [http://www.emcbc.doe.gov/WVDP Phase I Decommissioning/](http://www.emcbc.doe.gov/WVDP_Phase_I-Decommissioning/). Provided direct labor rates represent straight time pay rates only. Any premium differentials (such as overtime, shift differential, and etc.) shall be computed by the Offeror. If the Offeror uses other than the provided direct labor rates for incumbent employees, the Offeror shall provide the basis of the proposed labor rate(s) and supporting documentation.

Direct labor rates for management employees and non-incumbent employees shall be separately estimated by the Offeror. The Offeror shall provide documentation to support the labor rates proposed for management and non-incumbent employees.

- (v) Direct Labor Hours. The Offeror shall complete the Section L, Attachment L-8, "Summary of Cost Worksheets" detailing the labor categories and labor hours by WBS, as well as, completing the information required using the format in Section L, Attachment L-9 titled, Direct Labor Hours Worksheet, to provide a direct labor hour summary by Offeror's hours, subcontractor hours, joint venture's hours, LLC members hours, other teaming arrangement, and any other direct labor hours, cumulatively in total for the entire period of performance and by FY period, showing the total estimated direct labor hours required to complete the PWS and remain consistent with its Technical Proposal (including the proposed integrated critical path method schedule). The Offeror shall provide the direct labor hour summary at a minimum to the lowest level of the WBS provided as Attachment L-14. The information provided in the worksheet shall be fully traceable to the cost proposal. Additionally, the Offeror shall provide the breakout of the direct labor hours between incumbent and non-incumbent hours.

For proposal preparation purposes, a full time equivalent (FTE) is defined as 1,880 hours/year.

- (vi) Fringe Benefits. The Offeror has the ability to propose its own fringe benefit rate(s) for each type of employee (Union and Non-Union Incumbent and management and non-incumbent employees); however, the Offeror's proposed fringe benefit rate for incumbent employees shall be at least the incumbent fringe benefit rate provided in a document titled, Projected Incumbent Employee Fringe Benefit Rates, provided under the Workforce Breakdown and Pay

and Benefits section on the web site for this procurement at http://www.emcbc.doe.gov/WVDP_Phase_I_Decommissioning/. The incumbent fringe benefit rate covers both union and salary incumbent employees. The fringe benefit rate(s) provided or proposed by the Offeror shall be applied to direct labor costs associated with the respective workforce group. The provided fringe benefit rate covers projected labor related indirect costs such as medical, dental, severance, Employee Assistance Program, life insurance, accident/sickness coverage, benefit administration, vision, workers compensation, FICA, FUTA, SUTA and time-off (vacation, sick and holiday). Health benefit costs for the proposed incumbent workforce are accounted for using the provided fringe benefit rate. Pension costs are a separate DOE-provided cost and are not accounted for in the fringe benefits rate.

The fringe benefit rates for management employees and non-incumbent employees shall be separately estimated by the Offeror. The Offeror shall provide documentation to support the fringe benefit rates proposed for management and non-incumbent employees.

- (vii) Subcontract and Joint Venture/LLC Members/other teaming arrangement(s) over \$10 million. The Offeror's cost proposal shall identify the proposed cost for all joint ventures, LLC members, other teaming arrangement(s), or subcontracts over \$10 million to the detail required in the L.5(i). Joint ventures, LLC members, other teaming arrangement(s) and subcontractors (over \$10 million or more) cost proposals shall be provided for the PWS by the Offeror, which reconciles to the proposed costs and the Offeror's proposal correlated with the WBS, consistent with its technical proposal. Cost data shall be fully supported.
- (viii) Waste Quantities and Costs. For proposal preparation purposes, the Offeror shall use the waste quantities and waste disposal path allocations identified in Section L, Attachment L-11, Cost Assumptions/Information. The Offeror shall use the format shown in Section L, Attachment L-10 titled, Waste Quantities and Cost Worksheet, to provide separate summary tables for treatment, transportation, and disposal of waste quantities by waste type in cubic feet by FY period and in total by PWS in accordance with the Offeror's technical approach. The Offeror shall differentiate the estimated quantities in cubic feet soils and non-soil waste. The Offeror shall provide the summary of waste quantities at a minimum to the lowest level of the WBS provided as Attachment L-14. The basis of estimate associated with information provided in the waste summary table (including the additional tables) shall be fully explained in supporting documentation and shall provide the

necessary documentation reconciling the Offeror's technical approach to the waste quantities being dispositioned for each waste type (i.e., the input and output waste quantities [based on the Offeror's technical approach] shall be described). This shall include an explanation of the derivation of quantities by waste type.

The Offeror shall provide the same information as stated above, if its technical approach results in secondary waste being generated. Secondary waste shall be segregated, and identified within the waste quantity table by the Offeror. The Offeror will be responsible for the treatment, transportation, and disposal of all secondary waste generated and the costs shall be included as part of the Offerors total estimated cost.

Offerors shall provide a table detailing by FY period and in total where generated waste is being dispositioned by location. The total estimated cost shall exclude costs associated with disposal at NNSS since these costs will not be paid for directly by the Offeror. However, the Offeror shall provide the waste quantities and disposal fees/cost associated with disposing waste at NNSS based on its technical approach even though it will be excluded from its total estimated cost.

- (ix) Other Cost Components. The Offeror shall provide a consolidated schedule(s) of non-labor costs (including materials, equipment, other direct costs, travel, etc.), which contains descriptions, quantities, unit pricing, and total pricing that reconciles to the total proposed amounts for each cost element, as included in the Total Cost by Cost Element worksheet in Section L, Attachment L-8.
 - (x) Work Activities Start Dates. For proposal preparation purposes, Offerors shall assume that all work activities will start immediately following transition.
 - (xi) Costing Information and Assumptions. For proposal preparation purposes, the Offeror shall use the information shown in Attachment L-11, Cost Assumptions/Information, to assist in the preparation of the estimated costs.
- (j) DOE Provided Costs. For proposal preparation purposes, the Offeror shall use the amounts provided by DOE for proposed costs for all activities directly associated with the following WBS areas:
- Support to DOE (WBS 1.3.3.2) – Total cost of \$1,893,488. Annualized cost of \$250,000 for FY11 (Year One) and escalated at 2.8% for subsequent years. Cost breakdown is as follows:

- Office and Information Services – Cost assumption for office area at the Ashford Office Complex (AOC) of 8,000 square feet at an annualized cost of \$156,000 beginning in FY11 (Year One) and escalated at 2.8% for subsequent years. Cost assumption for Office and Information Services activities at an annualized cost of \$212,000 for FY11 (Year One) and escalated at 2.8% for subsequent years.
- Energy Employees Occupational Injury Compensation Program Act (EEOICPA) – EEOICPA support activities are provided by DOE at an annualized cost of \$13,000 for FY11 (Year One) and escalated at 2.8% for subsequent years.
- Radiological Assistance Program (RAP) – Cost assumption of \$0 for RAP support activities as any potential RAP activities will be separately funded by National Nuclear Security Administration (NNSA).
- Expanded Public Participation – Annualized cost of \$25,000 for FY11 (Year One) and escalated at 2.8% for subsequent years.
- Studies Related to Determination of Phase 2 Decision – Cost assumption of \$0, as a proposal will be requested by DOE for any studies determined to be necessary.
- Support to Other DOE Contractors (WBS 1.4) – Total cost of \$757,395. Annualized cost of \$100,000 for FY11 (Year One) and escalated at 2.8% for subsequent years.
- Pensions (WBS 1.5) – Total cost of \$32,916,667. Annualized pension cost of \$5,000,000 beginning in FY12 (Year Two), with no escalation increases for subsequent years. All other employee benefit costs for incumbent employees are captured through the fringe benefit rate.
- Site Utility Services (WBS 2.4) – Total cost of \$6,619,295. The cost breakdown by year is \$352,080 for FY11, \$1,408,318 for FY12, \$1,387,602 for FY13, \$1,226,042 for FY14, \$1,012,921 for FY15, \$606,316 for FY16, \$530,010 for FY17, and \$96,006 for FY18.

Section L, Attachment L-8 already contains the DOE Provided Cost by FY and by WBS area. Offerors shall prorate the DOE Provided Cost for the last FY to align with the Offeror's proposed schedule. For example, if the Offeror proposes a period of performance ending in June (nine months), the Offeror would use 75 percent of the DOE Provided Cost for that FY.

The Offeror shall include the DOE Provided Costs already identified in Attachment L-8 as part of the total estimated cost in accordance with Section B, Clause B.2, Total Estimated Cost and Fee. The Offeror shall not change the assigned dollar figures with the exception to prorate for the last FY and apply its proposed G&A rate, if applicable. Additionally, the DOE Provided Costs will not be separately funded, and are considered to be part of the funding profile identified in Table L.2.

- (k) Indirect Rates. The Offeror shall provide a detailed estimate for each indirect rate proposed by FY period. However, the Offeror's cost proposal shall not include

costs (direct labor and/or non-labor costs) in any proposed indirect rate allocation pool(s) which could otherwise be accounted for under the PWS provided in Section C. After contract award, it will be possible for the successful Offeror to develop site-specific overhead and/or G&A rate(s) to account for costs included in its cost proposal under applicable sections of C.1.0 of the PWS.

The detailed estimate for any proposed indirect rate(s) shall include a detailed cost breakdown, by cost element, for the allocation pool and the allocation base and how each cost element within the allocation pool and allocation base was derived. The Offeror shall provide all related information to provide a clear understanding of the basis of estimate. The Offeror shall compute all of the indirect rates by FY period. If the Offeror is proposing a blended indirect rate that is derived from the weighting of other indirect rates (e.g., blended fringe benefit rate), the Offeror shall provide the detailed computations for each of the individual indirect rates that is used in the computation to the blended rate by FY period and the methodology of how the blended rate was derived. This data shall be provided for each joint venture member, LLC member, and other teaming arrangement(s) over \$10 million.

The Offeror shall provide a detailed explanation using the proposed corporate organizational structure as to whether corporate home office allocation is or is not applicable. If a corporate home office allocation is not proposed, the Offeror shall provide a contractually binding statement (including proposed contract language) as part of the offer in Volume I stating the Offeror will not attempt to recover corporate home office costs during the course of the contract.

For activities proposed at no cost, if any, the Offeror shall provide contractually binding statement(s) and proposed contract language as part of the offer in Volume I stating the Offeror will not attempt to recover such costs during the course of the contract.

- (l) Waiver of Facilities Capital Cost of Money (FCCOM). The solicitation includes Section I clause titled, FAR 52.215-17, Waiver of Facilities Capital Cost of Money; thus, as a condition of award, the Offeror shall not propose facilities capital cost of money.
- (m) Contract Transition Cost.
 - (i) The contract transition period is the time between award of the contract and the date the Contractor assumes full responsibility. For proposal preparation purposes, the Offeror shall assume a 2-month contract transition period. (This is for proposal preparation purposes only. The actual contract transition period may be different.)
 - (ii) The Offeror shall provide a contract transition cost estimate that is of sufficient detail to allow for evaluation of the reasonableness and cost

realism of the proposed effort. The information submitted may be in the Offeror's preferred format but shall address the cost of the contract transition period by major transition activity. Proposed costs shall be broken down by the following major cost elements: direct labor (including labor categories, and labor hours and labor rates in each category), indirect cost allocations (by pool type and rate), relocation, travel, materials, supplies, subcontracts, and all other cost elements related to the period of transition. For proposal preparation purposes, the Offerors shall assume no facilities or equipment are available at the time of contract transition.

- (n) Escalation. The Offeror has the ability to propose its own escalation factors (including supporting documentation) for both direct labor and other than direct labor costs; however, the Offeror's proposed escalation factors shall be at least the escalation rates for direct labor costs and all other than direct labor costs of 2.8 percent, respectively, for all FY periods.
- (o) The Offeror shall submit the cost portion of the proposal in hardcopy, and also via the following electronic media (see Table L.2 for quantities to be provided of each): Attachments L-8 through L-10, Cost Proposal Information and any spreadsheets or mathematical computation shall be submitted using Microsoft Excel 2003 or higher. The Offeror's Excel files shall be working versions including formulas and computations. A second electronic file shall be provided in Adobe Acrobat 7.0 (PDF) or higher. Any written text for the Volume III Cost Proposal shall be submitted using Adobe Acrobat 7.0 (PDF) or higher. The electronic media versions provided shall be searchable.
- (p) The DOE may request additional supporting information for evaluation of cost in accordance with FAR 15.306(b).
- (q) The Offeror shall provide the location (address and telephone number and point of contact) of where documentation supporting Volume III is located. The Offeror shall provide the name, address and telephone number of the cognizant Administrative CO and the cognizant Defense Contract Audit Agency (DCAA) office, if any. Additionally, the Offeror shall provide the name, address, and telephone number of person(s) authorized to provide any clarifying information regarding the Volume III Cost Proposal. If the Offeror is a joint venture, LLC member, or other teaming arrangement(s) (\$10 million or more), this data must be provided for each entity.
- (r) The Offeror shall submit an explanation of how costs will be recorded and tracked in the proposed accounting system. If the Offeror's proposed accounting system will allocate costs through the use of an indirect costing rate, the indirect rate and an explanation is required to describe costs to be included in each of the indirect cost pools, as well as a description of each allocation base. Additionally, the Offeror shall describe its accounting system and the adequacy of that system for reporting costs against Government cost type contracts. The Offeror shall identify

the cognizant government audit agency or any other Government agency that has formally approved the accounting system, if applicable. This data must also be provided for each member of the joint venture, LLC member, or other teaming arrangement(s) that is performing work estimated to be \$10 million or more.

- (s) Responsibility Determination and Financial Capability: FAR 9.104-1(a), General Standards, requires that a prospective Offeror have adequate financial resources to perform the contract or the ability to obtain them in order to be determined responsible. It is the Offeror's responsibility to demonstrate its financial capability to complete this contract. Information provided by the Offeror shall include, but not limited to, the following:
 - (i) Financial Statements (audited, if available) and notes to the financial statements for the last three (3) fiscal years);
 - (ii) The information in subparagraph (i) above for each member of the Contractor team arrangement if a teaming arrangement is used;
 - (iii) The last three (3) annual reports for the parent corporation(s) or the organization(s) providing the Performance Guarantee Agreement. In order to consider the financial or other resources of the parent corporation entity(ies) or other guarantors, each of those entities must be legally bound, jointly and severally if more than one, to provide the necessary resources to the prospective contractor and assume all contractual obligations of the prospective contractor; and
 - (iv) Any available lines of credit.

Using the above information and other information, the Government will make a FAR Part 9, Contractor Qualifications responsibility determination of the prospective awardee. The Government may request a financial capability review of each Offeror from the DCAA as part of the Government's consideration in making the responsibility determination.

- (t) If the Offeror is a joint venture, LLC or other teaming arrangement that is performing work estimated to be \$10 million or more is covered by Cost Accounting Standards (CAS), the entities shall provide a statement stating the current Disclosure Statement has been or has not been reviewed by the cognizant audit agency and if the Disclosure Statement has been approved. Additionally, the entities shall identify the cognizant Government audit agency or any other Government agency that has formally approved the Disclosure Statement. The entities shall also identify whether the cognizant Government audit agency has issued any audit reports on the compliance with the CAS requirements and its disclosure statement, as well as, the results of the audit(s).

- (u) The Offeror shall not propose any Government Furnished Property (GFP) for use during the performance of this contract that is in addition to the list of GFP provided in Section J Attachment titled, Government Furnished Property.

L.6 TIME, DATE, AND PLACE PROPOSALS ARE DUE

- (a) Mailed proposals shall be marked as follows:

From: _____

To: U.S. Department of Energy
4 Centre Drive, Suite F
Orchard Park, NY 14127
Attn: Mr. Barry M. Page

Solicitation No.: **DE-SOL-0002084**

Due: **4:00 PM Eastern Time**
(Time)

December 13, 2010
(Date)

- (b) **Handcarried Proposals.** If the Offeror elects to forward the proposal by means other than the U.S. Mail, it assumes the full responsibility of insuring that the proposal is received by the date and time specified. Such proposals shall be marked, closed, and sealed as if for mailing. All hand-carried packages shall be delivered between the hours of 8:00 am and 4:00 p.m. workdays by **December 13, 2010**. Deliver to:

U.S. Department of Energy
4 Centre Drive, Suite F
Orchard Park, NY 14127
Attn: Mr. Barry M. Page

Solicitation No.: **DE-SOL-0002084**

Note: Offerors hand-carrying proposals to the above address should arrange for pickup by calling the phone number below.

Phone: **(513) 532-0055**

- (c) Express-Mailed Proposals shall be marked as follows:

From: _____

U.S. Department of Energy
4 Centre Drive, Suite F
Orchard Park, NY 14127
Attn: Mr. Barry M. Page

Solicitation No.: **DE-SOL-0002084**

Due: **4:00 PM Eastern Time**
(Time)

December 13, 2010
(Date)

- (d) All proposals are due NO LATER THAN **4:00 PM Eastern Time on December 13, 2010**. (CAUTION: See the proposal submission instructions, including the provision describing treatment of late submissions, modifications, and withdrawals of proposals.)
- (e) If the Offeror elects to forward the offer by means other than the U.S. mail, it assumes the full responsibility of ensuring that the offer is received at the place and by the date and time specified in this solicitation. Such proposals must be closed and sealed as if for mailing.

L.7 FAR 52.204-6, DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 2008)

L.8 RESERVED

L.9 FAR 52.216-1, TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a cost plus award fee (CPAF) contract resulting from this solicitation.

L.10 FAR 52.219-24, SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM – TARGETS (OCT 2000)

- (a) This solicitation contains a source selection factor or subfactor related to the participation of small disadvantaged business (SDB) concerns in the contract. Credit under that evaluation factor or subfactor is not available to an SDB concern that qualifies for a price evaluation adjustment under the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, unless the SDB concern specifically waives the price evaluation adjustment.
- (b) In order to receive credit under the source selection factor or subfactor, the Offeror must provide, with its offer, targets, expressed as dollars and

percentages of total contract value, for SDB participation in any of the North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce. The targets may provide for participation by a prime contractor, joint venture partner, teaming arrangement member, or subcontractor; however, the targets for subcontractors must be listed separately.

L.11 FAR 52.222-5, DAVIS-BACON ACT – SECONDARY SITE OF THE WORK (JULY 2005)

- (a) (1) The Offeror shall notify the Government if the Offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Davis-Bacon Act, of this solicitation.
- (2) If the Offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the Offeror shall request a determination from the Contracting Officer.
- (b) (1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the Offeror shall request a wage determination from the Contracting Officer.
- (2) The due date for receipt of offers will not be extended as a result of an Offeror's request for a wage determination for a secondary site of the work.

L.12 FAR 52.222-24, PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

L.13 FAR 52.225-12, NOTICE OF BUY AMERICAN ACT REQUIREMENT – CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (FEB 2009)

(a) *Definitions.* “Commercially available off-the-shelf (COTS) item,” “construction material,” “designated country construction material,” “domestic construction material,” and “foreign construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Buy American Act--Construction Materials Under Trade Agreements” (Federal Acquisition Regulation (FAR) clause 52.225-11).

(b) *Requests for determination of inapplicability.* An Offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The Offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11 in the request. If an Offeror has not requested a determination regarding the

inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the Offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers.

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.

(2) If evaluation results in a tie between an Offeror that requested the substitution of foreign construction material based on unreasonable cost and an Offeror that did not request an exception, the Contracting Officer will award to the Offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material, other than designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the Offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material.

(2) If an alternate offer is submitted, the Offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material, and the Offeror shall be required to furnish such domestic or designated country construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

L.14 FAR 52.233-2, SERVICE OF PROTEST (SEP 2006)/DEAR 952.233-2, SERVICE OF PROTEST

- (a) Protests, as defined in section 33.101, Definitions, of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

If using U. S. Mail:

U.S. Department of Energy
Environmental Management Consolidated Business Center
250 East 5th Street, Suite 500
Cincinnati, OH 45202
Attn: Barry M. Page

If using Express Delivery:

U.S. Department of Energy
Environmental Management Consolidated Business Center
250 East 5th Street, Suite 500
Cincinnati, OH 45202
Attn: Barry M. Page

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.
- (c) Another copy of a protest filed with the GAO shall be furnished to the following address within the time periods described in paragraph (b) of this provision:

U.S. Department of Energy
Assistant General Counsel for Procurement and
Financial Assistance (GC-61)
1000 Independence Avenue, S.W.
Washington, DC 20585
Fax: (202) 586-4546

L.15 FAR 52.234-3, NOTICE OF EARNED VALUE MANAGEMENT SYSTEM – POST AWARD IBR (JUL 2006)

- (a) The offeror shall provide documentation that the Cognizant Federal Agency has determined that the proposed earned value management system (EVMS) complies with the EVMS guidelines in ANSI/EIA Standard – 748 (current version at time of solicitation).

- (b) If the offeror proposes to use a system that has not been determined to be in compliance with the requirements of paragraph (a) of this provision, the offeror shall submit a comprehensive plan for compliance with the EVMS guidelines.
 - (1) The plan shall –
 - (i) Describe the EVMS the offeror intends to use in performance of the contracts;
 - (ii) Distinguish between the offeror's existing management system and modifications proposed to meet the guidelines;
 - (iii) Describe the management system and its application in terms of the EVMS guidelines;
 - (iv) Describe the proposed procedure for administration of the guidelines, as applied to subcontractors; and
 - (v) Provide documentation describing the process and results of any third-party or self-evaluation of the system's compliance with the EVMS guidelines.
 - (2) The offeror shall provide information and assistance as required by the Contracting Officer to support review of the plan.
 - (3) The Government will review and approve the offeror's plan for an EVMS before contract award.
 - (4) The offeror's EVMS plan must provide milestones that indicate when the offeror anticipates that the EVM system will be compliant with the ANSI/EIA Standard-748 guidelines.
- (c) Offerors shall identify the major subcontractors, or major subcontracted effort if major subcontractors have not been selected, planned for application of the guidelines. The prime Contractor and the Government shall agree to subcontractors selected for application of the EVMS guidelines.

L.16 FAR 52.237-10, IDENTIFICATION OF UNCOMPENSATED OVERTIME (OCT 1997)

L.17 FAR 52.252-1, SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer (CO) will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

Federal Acquisition Regulations	www.arnet.gov/far
Department of Energy Acquisition Regulations	http://professionals.pr.doe.gov

L.18 DEAR 952.204-73, FACILITY CLEARANCE (MAY 2002)

NOTICES

Section 2536 of title 10, United States Code, prohibits the award of a contract under a national security program to an entity controlled by a foreign government if it is necessary for that entity to be given access to information in a proscribed category of information in order to perform the contract unless a waiver is granted by the Secretary of Energy. In addition, a Facility Clearance and foreign ownership, control and influence (FOCI) information are required when the contract or subcontract to be awarded is expected to require employees to have access authorizations.

Offerors who have either a Department of Defense or a Department of Energy Facility Clearance generally need not resubmit the following foreign ownership information unless specifically requested to do so. Instead, provide your DOE Facility Clearance code or your DOD assigned commercial and government entity (CAGE) code. If uncertain, consult the office which issued this solicitation.

(a) Use of Certificate Pertaining to Foreign Interests, Standard Form 328

- (1)** The contract work anticipated by this solicitation will require access to classified information or special nuclear material. Such access will require a Facility Clearance for the contractor organization and access authorizations (security clearances) for contractor personnel working with the classified information or special nuclear material. To obtain a Facility Clearance the offeror must submit a Certificate Pertaining to Foreign Interests, Standard Form 328, and all required supporting documents to form a complete Foreign Ownership, Control or Influence (FOCI) Package.

- (2) Information submitted by the offeror in response to the Standard Form 328 will be used solely for the purposes of evaluating foreign ownership, control or influence and will be treated by DOE, to the extent permitted by law, as business or financial information submitted in confidence.
- (3) Following submission of a Standard Form 328 and prior to contract award, the Contractor shall immediately submit to the Contracting Officer written notification of any changes in the extent and nature of FOCI which could affect the offeror's answers to the questions in Standard Form 328. Following award of a contract, the Contractor must immediately submit to the cognizant security office written notification of any changes in the extent and nature of FOCI which could affect the offeror's answers to the questions in Standard Form 328. Notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice must also be furnished concurrently to the cognizant security office.

(b) Definitions

- (1) Foreign Interest means any of the following:
 - (i) A foreign government, foreign government agency, or representative of a foreign government;
 - (ii) Any form of business enterprise or legal entity organized, chartered or incorporated under the laws of any country other than the United States or its possessions and trust territories; and
 - (iii) Any person who is not a citizen or national of the United States.
 - (2) Foreign Ownership, Control, or Influence (FOCI) means the situation where the degree of ownership, control, or influence over a contractor by a foreign interest is such that a reasonable basis exists for concluding that compromise of classified information or special nuclear material may result.
- (c) Facility Clearance means an administrative determination that a facility is eligible to access, produce, use or store classified information, or special nuclear material. A Facility Clearance is based upon a determination that satisfactory safeguards and security measures are carried out for the activities being performed at the facility. It is DOE policy that all contractors or subcontractors requiring access authorizations be processed for a Facility Clearance at the level appropriate to the activities being performed under the contract. Approval for a Facility Clearance shall be based upon:

- (1) A favorable foreign ownership, control, or influence (FOCI) determination based upon the Contractor's response to the ten questions in Standard Form 328 and any required, supporting data provided by the Contractor;
 - (2) A contract or proposed contract containing the appropriate security clauses;
 - (3) Approved safeguards and security plans which describe protective measures appropriate to the activities being performed at the facility;
 - (4) An established Reporting Identification Symbol code for the Nuclear Materials Management and Safeguards Reporting System if access to nuclear materials is involved;
 - (5) A survey conducted no more than 6 months before the Facility Clearance date, with a composite facility rating of satisfactory, if the facility is to possess classified matter or special nuclear material at its location;
 - (6) Appointment of a Facility Security Officer, who must possess or be in the process of obtaining an access authorization equivalent to the Facility Clearance; and, if applicable, appointment of a Materials Control and Accountability Representative; and
 - (7) Access authorizations for key management personnel who will be determined on a case-by-case basis, and must possess or be in the process of obtaining access authorizations equivalent to the level of the Facility Clearance.
- (d) A Facility Clearance is required prior to the award of a contract requiring access to classified information and the granting of any access authorizations under a contract. Prior to award of a contract, the DOE must determine that award of the contract to the offeror will not pose an undue risk to the common defense and security as a result of its access to classified information or special nuclear material in the performance of the contract. The Contracting Officer may require the offeror to submit such additional information as deemed pertinent to this determination.
- (e) A Facility Clearance is required even for contracts that do not require the contractor's corporate offices to receive, process, reproduce, store, transmit, or handle classified information or special nuclear material, but which require DOE access authorizations for the contractor's employees to perform work at a DOE location. This type facility is identified as a non-possessing facility.

- (f) Except as otherwise authorized in writing by the Contracting Officer, the provisions of any resulting contract must require that the Contractor insert provisions similar to the foregoing in all subcontracts and purchase orders. Any subcontractors requiring access authorizations for access to classified information or special nuclear material shall be directed to provide responses to the questions in Standard Form 328, Certificate Pertaining to Foreign Interests, directly to the prime contractor or the Contracting Officer for the prime contract.

**NOTICE TO OFFERORS - CONTENTS REVIEW
(PLEASE REVIEW BEFORE SUBMITTING)**

Prior to submitting the Standard Form 328, required by paragraph (a)(1) of this clause, the offeror should review the FOCI submission to ensure that:

- (1) The Standard Form 328 has been signed and dated by an authorized official of the company;
- (2) If publicly owned, the Contractor's most recent annual report, and its most recent proxy statement for its annual meeting of stockholders have been attached; or, if privately owned, the audited, consolidated financial information for the most recently closed accounting year has been attached;
- (3) A copy of the company's articles of incorporation and an attested copy of the company's by-laws, or similar documents filed for the company's existence and management, and all amendments to those documents;
- (4) A list identifying the organization's owners, officers, directors, and executive personnel, including their names, social security numbers, citizenship, titles of all positions they hold within the organization, and what clearances, if any, they possess or are in the process of obtaining, and identification of the government agency(ies) that granted or will be granting those clearances; and
- (5) A summary FOCI data sheet.

NOTE: A FOCI submission must be attached for each tier parent organization (i.e. ultimate parent and any intervening levels of ownership). If any of these documents are missing, award of the contract cannot be completed.

L.19 DEAR 952.219-70, DOE MENTOR-PROTEGE PROGRAM (MAY 2000)

The Department of Energy has established a Mentor-Protege Program to encourage its prime contractors to assist firms certified under section 8(a) of the Small Business Act by SBA, other small disadvantaged businesses, women-owned small businesses, Historically Black Colleges and Universities and Minority Institutions, other minority institutions of higher learning and small business

concerns owned and controlled by service disabled veterans in enhancing their business abilities. If the contract resulting from this solicitation is awarded on a cost-plus-award fee basis, the Contractor's performance as a Mentor may be evaluated as part of the award fee plan. Mentor and Protege firms will develop and submit "lessons learned" evaluations to DOE at the conclusion of the contract. Any DOE contractor that is interested in becoming a Mentor should refer to the applicable regulations at 48 CFR 919.70 and should contact the Department of Energy's Office of Small and Disadvantaged Business Utilization.

L.20 DEAR 952.233-4, NOTICE OF PROTEST FILE AVAILABILITY (AUG 2009)

- (a) If a protest of this procurement is filed with the Government Accountability Office (GAO) in accordance with 4 CFR Part 21, any actual or prospective Offeror may request the Department of Energy to provide it with reasonable access to the protest file pursuant to FAR 33.104(a)(3)(ii), implementing section 1065 of Public Law 103-355. Such request must be in writing and addressed to the Contracting Officer for this procurement.
- (b) Any Offeror who submits information or documents to the Department for the purpose of competing in this procurement is hereby notified that information or documents it submits may be included in the protest file that will be available to actual or prospective Offerors in accordance with the requirements of FAR 33.104(a)(3)(ii). The Department will be required to make such documents available unless they are exempt from disclosure pursuant to the Freedom of Information Act. Therefore, Offerors should mark any documents as to which they would assert that an exemption applies. (See 10 CFR part 1004.)

L.21 DEAR 952.233-5, AGENCY PROTEST REVIEW (SEP 1996)

Protests to the Agency will be decided either at the level of the Head of the Contracting Activity or at the Headquarters level. The Department of Energy's agency protest procedures, set forth in 933.103, elaborate on these options and on the availability of a suspension of a procurement that is protested to the agency. The Department encourages potential protesters to discuss their concerns with the CO prior to filing a protest.

L.22 DEAR 952.5223-4, AGREEMENT REGARDING WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (DEC 2000)

- (a) Any contract awarded as a result of this solicitation will be subject to the policies, criteria, and procedures of 10 CFR part 707, Workplace Substance Abuse Programs at DOE Sites.
- (b) By submission of its offer, the officer agrees to provide to the Contracting Officer, within 30 days after notification of selection for award, or award of a contract, whichever occurs first,

pursuant to this solicitation, its written workplace substance abuse program consistent with the requirements of 10 CFR part 707.

(c) Failure of the offeror to agree to the condition of responsibility set forth in paragraph (b) of this provision, renders the offeror unqualified and ineligible for award.

L.23 DEAR 970.5227-9, NOTICE OF RIGHT TO REQUEST PATENT WAIVER (DEC 2000)

Offerors have the right to request a waiver of all or any part of the rights of the United States in inventions conceived or first actually reduced to practice in performance of the contract, in advance of or within 30 days after the effective date of contracting. If such advance waiver is not requested or the request is denied, the Contractor has a continuing right under the contract to request a waiver of the rights of the Government in identified inventions, i.e., individual inventions conceived or first actually reduced to practice in performance of the contract. Contractors that are domestic small businesses and domestic nonprofit organizations may not need a waiver and will have included in their contracts a patent clause reflecting their right to elect title to subject inventions pursuant to the Bayh-Dole Act (35 U.S.C. 200 et seq.).

L.24 ALTERNATIVE PROPOSAL INFORMATION

Alternative proposals will not be evaluated. The Offeror shall use the organization of work set forth in the PWS as their WBS and shall not propose their own WBS structure for this solicitation.

L.25 CONTENT OF RESULTING CONTRACT

Any contract awarded as a result of this solicitation will contain Part I – The Schedule; Part II – Contract Clauses; and Part III, Section J – List of Documents, Exhibits and Other Attachments. Part IV, Section K will be incorporated into the contract by reference.

L.26 EXCLUDED CONTRACTORS

Proposals are not solicited from firms which are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from federal procurement or nonprocurement programs.

L.27 NOTICE OF LABOR PROVISIONS

(a) Offerors should note that this solicitation includes contract clauses requiring the listing of employment openings with the local office of the Federal-State employment service system and postings of employment notices. (See FAR 52.222-36 “Affirmative Action for Workers with Disabilities” and FAR 52.222-37

“Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans”).

- (b) This solicitation may include clauses relating to specific labor laws. General information regarding the requirements of the Walsh-Healey Public Contracts Act (41 U.S.C. 35-45), the Contract Work Hours Standards Act (40 U.S.C. 327-333), and the Service Contract Act of 1965 (41 U.S.C. 351-358) may be obtained from the Department of Labor, Washington, D.C., 20310, or from any regional office of that agency. Requests for information should include the RFP number, the name and address of the issuing agency, and a description of the supplies or services.

L.28 NUMBER OF AWARDS

The Government contemplates award of one contract resulting from this solicitation. However, the Government reserves the right to make any number of awards, or no award, if it is considered to be in the Government’s best interest to do so.

L.29 FALSE STATEMENTS

Offers must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

L.30 EXPENSES RELATED TO PROPOSAL OR BID SUBMISSIONS

This solicitation does not commit the Government to pay any costs incurred in the submission of any proposal or bid; in making necessary studies or designs for the preparation thereof; or to acquire or contract for any services.

L.31 RESPONSIBLE PROSPECTIVE CONTRACTORS

The general requirements for responsible prospective contractors set forth at FAR 9.104-1 apply. The Government may use one or more methods available to determine contractor responsibility.

L.32 ACCESS TO CLASSIFIED MATERIAL

Performance under the proposed contract does not involve access to classified material.

L.33 AVAILABILITY OF REFERENCE DOCUMENTS

Reference documents for the Offeror’s information and use in connection with preparing an offer and other written proposal information under this solicitation will

be made available.

General documents specific to the solicitation -- via the West Valley Demonstration Project Phase 1 Decommissioning – Facility Disposition web site at:

http://www.emcbc.doe.gov/WVDP_Phase_I_Decommissioning/

In addition, A public reading room containing historical WVDP information is available at the following location:

Concord Public Library
18 Chapel Street
Springville, NY 14141

General documents on DOE programs are available at the DOE Information Center, Oak Ridge Turnpike, Oak Ridge, Tennessee.

Sensitive information such as Official Use Only (OUO) information will require the Offeror to prepare a written request using the form and the instructions in the Documents Library of the Phase 1 Decommissioning – Facility Disposition web site.

Drawings, specifications, and other documents obtained from this from the Phase 1 Decommissioning – Facility Disposition web site shall be treated in accordance with web site instructions.

L.34 DISPOSITION OF PROPOSALS

Proposals will not be returned (except in the case of timely withdrawals prior to RFP closing) and will be appropriately dispositioned.

L.35 SITE VISIT.

Offerors are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

Site tours will be conducted the week of **November 1, 2010**. The location of site tours is at the WVDP which is located at 10282 Rock Springs Road, in West Valley, New York. The facility is located approximately three miles from Route 219 and is approximately 40 miles south of Buffalo, New York. Any interested company shall submit a request to attend the site tour to the following email address: lynette.chafin@emcbc.doe.gov. There is a limit of two representatives per company. All interested companies must submit a request that includes

company name, company DUNS code, name of individual, title of individual, citizenship and phone number no later than **4:00 P.M., October 27, 2010**. Only U.S. Citizens are permitted. A valid form of picture ID must be provided to security personnel in order to obtain entrance to the site. Photography/video will be permitted during site visits. Any interested company will be able to submit questions to wvdpphase1@emcbc.doe.gov. Additional information regarding the site tours will be posted to the West Valley Phase 1 Decommissioning – Facility Disposition procurement web site at:

[http://www.emcbc.doe.gov/WVDP_Phase I Decommissioning/](http://www.emcbc.doe.gov/WVDP_Phase_I-Decommissioning/).

L.36 SMALL BUSINESS SIZE STANDARDS AND SET-ASIDE INFORMATION (UNRESTRICTED)

This acquisition is unrestricted and contains no set-aside provisions. However, for purposes of this solicitation, a small business is defined as one with 500 or fewer employees. The North American Industry Classification System (NAICS) Code is 562910, *Environmental Remediation Services*.

L.37 CONTACTS REGARDING FUTURE EMPLOYMENT

Prior to contract award, except where prohibited by law, contacts with incumbent employees regarding future employment are permitted; however, such contacts must take place outside the normal work hours of such employees and not on DOE property. Offerors are reminded that contact with federal, contractor, or subcontractor employees is not permitted for the purpose of seeking procurement-sensitive information relating to this solicitation.

L.38 ELECTRONIC MEDIA – SOLICITATION AND AMENDMENT DISTRIBUTION

In order to further the Government policy of maximizing electronic commerce and making the acquisition process optimally cost effective, electronic media will be used extensively and shall be the sole method used for distributing the solicitation and its amendments. The solicitation and any amendments shall be posted on the West Valley Phase 1 Decommissioning – Facility Disposition procurement web site at:

[http://www.emcbc.doe.gov/WVDP_Phase I Decommissioning/](http://www.emcbc.doe.gov/WVDP_Phase_I-Decommissioning/)

The above electronic medium constitutes the official distribution method for this solicitation. All amendments and any other official communications from the Government regarding this solicitation shall be posted through this medium. Offerors are responsible for checking the website often for any solicitation amendments. Offerors shall acknowledge receipt of any amendment to the RFP in writing.

L.39 AMENDMENT OF THE SOLICITATION

The only method by which any term of the solicitation may be modified is by an express, formal amendment to the solicitation generated by the issuing office. No other communication made at any scheduled conference or subsequent discussions, whether oral or in writing, will modify or supersede the terms of the solicitation.

L.40 LIST OF SECTION L ATTACHMENTS

<u>Attachment No.</u>	<u>Description</u>
L-1	Resume Format
L-2	Letter of Commitment
L-3	Past Performance Cover Letter
L-4	Experience and Past Performance Reference Information Form
L-5	Environment, Safety, Health, and Quality Assurance Past Performance Form
L-6	Past Performance Questionnaire
L-7	List of Terminated Contracts
L-8	Summary of Cost Worksheets
L-9	Direct Labor Hours Worksheet
L-10	Waste Quantities and Cost Worksheet
L-11	Cost Assumptions/Information
L-12	Small Disadvantaged Business Participation Program Targets
L-13	Performance Guarantee Agreement
L-14	Work Breakdown Structure

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

ATTACHMENT L-1 – RESUME FORMAT

Name:

Citizenship:

Level of Security Clearance:

Current Address:

Proposed Position on Contract:

Date Available:

Key Duties and Responsibilities in Proposed Position:

Current Position and Employer:

- Length of Employment:
- Supervisor:
- Address and Telephone Number:

(Identify employers, position titles, dates of employment, specific duties and responsibilities. Provide written resumes that describe relevant experience. The resumes shall describe how work experience relates to WVDP issues and capability to function effectively in his/her proposed WVDP team position.)

Relevant Experience: (Current and at least two (2) previous employers or positions)

Leadership: (Identify specific examples of demonstrated leadership as opposed to just leadership positions held.)

Suitability and capability to perform the PWS:

Education:

(Identify institution, degree earned, dates or state “no degree” if applicable)

Professional Development and Achievements:

(Identify professional memberships, special training, professional registrations, etc.)

References:

Name, title, company/organization, address, phone number (Current and at least two (2) previous employers or positions)

RESUME MUST NOT EXCEED SEVEN (7) PAGES IN LENGTH FOR THE GENERAL MANAGER AND FIVE (5) PAGES IN LENGTH FOR ALL OTHER KEY PERSONNEL. OFFERORS MUST PROVIDE THE LEVEL OF SECURITY CLEARANCE FOR THE GENERAL MANAGER. THE GENERAL MANAGER MUST HAVE AN “L” SECURITY CLEARANCE AT A MINIMUM. HOWEVER, HE/SHE WILL NOT BE EVALUATED MORE FAVORABLY IF HE/SHE POSSESSES A HIGHER CLEARANCE.

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

ATTACHMENT L-2 – LETTER OF COMMITMENT

Letter of Commitment (Instructions: Attach to each resume a complete,
signed copy.)

Position:

Individual proposed for the position:

(print name)

I _____ (print name) attest that
the statements set forth in the attached resume submitted as part of the proposal are
true and correct.

If the Offeror is awarded the contract, I commit to working in the position identified
above for a minimum of two (2) years from date of award.

Signature

Date

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

ATTACHMENT L-3 – PAST PERFORMANCE COVER LETTER

Past Performance Cover Letter for _____

Dear “Client”:

We are currently responding to the Department of Energy (DOE) Request for Proposals No. DE-SOL-0002084 for the provision of Phase 1 Decommissioning and Facility Disposition at the Department of Energy’s West Valley Demonstration Project in Western New York State.

The solicitation places significant emphasis on past performance as a source selection factor. In addition to requesting the attached Questionnaire be completed, the Government is requiring that clients of entities responding to the solicitation be identified and their participation in the evaluation process be requested. In the event you are contacted for information by the Government on work we have performed, you are hereby authorized to respond to those inquiries. We have identified Mr./Ms. _____ of your organization as the point of contact based on their knowledge concerning our work.

We would appreciate you filling out the attached Past Performance Evaluation Form and returning this form directly to the Department of Energy at the following address no later than TBD.

**U.S. Department of Energy
Environmental Management Consolidated Business Center
ATTN: Mr. Barry Page
250 East 5th Street
Cincinnati, OH 45202**

The following statement should appear on the outside of the envelope.

**TO BE OPENED BY ADDRESSEE ONLY, THIS IS PROPOSAL INFORMATION
UNDER SOLICITATION NO. DE-SOL-0002084**

The forms may also be e-mailed to barry.page@emcbc.doe.gov or faxed to the attention of Barry Page at 513-246-0529.

Your cooperation is appreciated. Any questions may be directed to: _____

Sincerely,

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

ATTACHMENT L-4 – EXPERIENCE & PAST PERFORMANCE REFERENCE INFORMATION FORM

PART A – GENERAL INFORMATION AND DESCRIPTION OF SERVICES (limited to 5 pages)

1. Name of Contractor Submitting Proposal:

2. Name of the Entity Reference Contract Was Awarded To (e.g. the Contractor or its proposed major or critical subcontractor)

3. Name of Reference Contract Client (e.g. Government Agency or Prime Contractor):

4. Reference Contract Client Point of Contact:

Name:

Title:

Telephone:

Address:

5. Reference Contract Number:

6. Reference Contract Period of Performance:

7. Reference Contract Start Date:

8. Reference Contract Completion/Termination Date:

9. Reference Contract Type of Contract:

10. Reference Contract Total Value:

11. Reference Contract Value Performed To Date:

ATTACHMENT L-4 – EXPERIENCE & PAST PERFORMANCE REFERENCE INFORMATION FORM

PART A – GENERAL INFORMATION AND DESCRIPTION OF SERVICES (limited to 5 pages)

12. Description of Services

NOTE: Must identify the portion of the work (size, scope and complexity) performed by the Contractor¹ during this reference contract. See Factor 3 – Relevant Experience on Page L-12 above for definitions of size, scope, and complexity. Identify the depth and breadth of the role of the Contractor or the major or critical subcontractor in the management and execution of the experience cited. Identify and define the work to be performed (size, scope, and complexity) by the entity (Contractor or major or critical subcontractor) under the Contractor's proposed approach. In addition, identify the risks to contract performance similar to the three risks identified in Factor 1, the actions taken to mitigate these risks, and the outcome of the actions taken. In addition, identify any risks to contract performance that were the same or similar to the three risks identified in Factor 1, the actions taken to mitigate these risks, and the outcome of the actions taken.

¹ If this form is being completed for a major or critical subcontractor the information should be provided for the major or critical subcontractor

ATTACHMENT L-4 – EXPERIENCE & PAST PERFORMANCE REFERENCE INFORMATION FORM

PART B – PROBLEMS ENCOUNTERED DURING PERFORMANCE (no page limitation)

1. Provide reason if terminated for convenience or terminated for default:
2. Describe problems encountered and their resolution, including use of corporate capability, support, and resources (if applicable)

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

ATTACHMENT L-5 – ENVIRONMENT, SAFETY, HEALTH, AND QUALITY ASSURANCE PAST PERFORMANCE FORM

Each member of Offeror's team shall provide a complete response to the following Environment, Safety, Health and Quality Assurance Past Performance Form for each of the three contracts for the following five periods: calendar year Year-to-Date (YTD), 2009, 2008, 2007, 2006. If an indicator is not applicable, enter "N/A" and provide an explanation on why the requested information does not apply. If an indicator is zero, enter "0". Where events are referenced under more than one ESH&Q Past Performance Indicator, provide a sequential letter identifier each time the same event is reported below. The term "subcontractor" applies to any level of subcontract employee working under the cognizance of the Offeror team member.

[For the five periods, select the current year and the four most recent years]

ESH&Q Past Performance Indicator	Events and Explanation					
	YTD	2009	2008	2007	2006	Narrative Reference
Environmental Indicators						
E.1 Number and types of federal, state, and local environmental permits managed.						
E2. Number of Environmental Protection Agency or state equivalent agency enforcement actions, amount of fine, penalty, and/or settlement conditions for each, and enforcement authority that took action.						
E3. Number of releases of a hazardous substance or regulated pollutant that exceeded CERCLA reportable quantities specified in 40 CFR Part 302 and 40 CFR Part 355.						
E4. Number of releases above any other federal, state, and local environmental permit requirements not reported under E2 and E3.						

ESH&Q Past Performance Indicator	Events and Explanation					
	YTD	2009	2008	2007	2006	Narrative Reference
E5. Number of times that you and your subcontractors have achieved ISO 14001 Qualification and Certification, (for each instance provide location, summary of contract scope performed, and date of achievement in narrative block).						
Safety and Health Indicators						
S1. Number of Occupational Safety and Health Administration (OSHA) or state equivalent agency enforcement actions, date, amount of fine, penalty, and/or settlement conditions for each, and enforcement authority that took action.						
S2. Number of nuclear safety Price Anderson Act Amendments (PAAA) warning letters and/or enforcement actions, amount of fine, penalty, and/or settlement conditions for each.						
S3. Number of other federal agency actions not reported in S1 and S2 that are related to safety and health, date, amount of fine, penalty, and/or settlement conditions for each, and enforcement authority that took action.						
S4. Number of times a Conditional Payment of Fee (under DEAR 952.223-76) was invoked, date, amount, mitigating factors (if any), and DOE office that took						

ESH&Q Past Performance Indicator	Events and Explanation					
	YTD	2009	2008	2007	2006	Narrative Reference
action.						
S5. Case rate for Days Away, Restricted, or Transferred (DART) cases per 200,000 hours worked and identify the total number of hours worked.						
S6. Days rate for Days Away, Restricted, or Transferred (DART) cases per 200,000 hours worked and identify the total number of hours worked.						
S7. Case rate for Total Recordable Case (TRC) per 200,000 hours worked and identify the total number of hours worked.						
S8. Number of workplace fatalities (date of fatality and cause of fatality based on accident investigation results).						
S9. Case rate for Days Away From Work cases per 200,000 hours worked and identify the total number of hours worked.						
S10. Experience Modification Rate (EMR) – workers’ compensation loss experience rate.						
S11. Total number of Workers’ Compensation claims filed by you and your subcontractors employees.						
S12. Fire loss rate (dollars per year)						
S13. Average annual worker radiation effective dose rate.						

ESH&Q Past Performance Indicator	Events and Explanation					
	YTD	2009	2008	2007	2006	Narrative Reference
S14. Number of events reported into the DOE Occurrence Reporting Processing System (ORPS). List the Report No., Reporting Criteria, and Significance Category for each event.						
S15. Number of times you or your subcontractors achieved recognition for safety program performance through the Voluntary Protection Program (OSHA or DOE); (for each instance provide location, summary of contract scope performed, and date of achievement in narrative block).						
ESH&Q Past Performance Indicator	Events and Explanation					
	YTD	2009	2008	2007	2006	Narrative Reference
Quality Indicators						
Q1. Number of quality awards received from customers; summary of citation, location, and date(s) of award.						
Q2. Number of national and international quality awards ⁱ received or as a finalist; summary of citation, location, and date(s) of award/award ceremony.						
Q3. Percentage of quality assurance corrective actions tracked at corporate level completed on time. Include ⁱⁱⁱ summary of corrective action(s), and date(s).						

ESH&Q Past Performance Indicator	Events and Explanation					
	YTD	2009	2008	2007	2006	Narrative Reference
Q4. Number of nonconformance reporting or other inspection systems resulting in corrective or improvement actions taken. Include summary of corrective action(s), and date(s).						

ⁱ Examples are the Six Sigma IQ Excellence Awards, and the Malcolm Baldrige National Quality Award.

ⁱⁱ If a Contractor Team Arrangement, “corporate” may include business groups and major subsidiaries.

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

ATTACHMENT L-6 – PAST PERFORMANCE QUESTIONNAIRE

Respondent Organization:	
Name	
Title	
Organization Name	
Organization Address (City, State, ZIP)	
Telephone Number (w/area code)	
Facsimile Number (w/area code)	
e-mail address	
Rating Scale for Past Performance Questions 1-14	
<p>5: Exceptionally Satisfied: Contractor performance <u>met all</u> contract requirements and <u>significantly exceeded</u> the customer's performance expectations. Best-in-class contractor performance was experienced with no contract performance problems or corrective actions required.</p> <p>4: Very Satisfied: Contractor performance <u>met all</u> contractual requirements and <u>exceeded</u> the customer's performance expectations. Minor contract performance problems may have been experienced but were fully resolved, and the contractor demonstrated proactive and effective contractor-initiated corrective actions.</p> <p>3: Fully Satisfied: Contractor performance <u>met all</u> contractual requirements and <u>met</u> the customer's performance expectations. Contract performance problems may have been experienced but were fully resolved, and the contractor demonstrated adequate contractor-initiated corrective actions.</p> <p>2: Marginally Satisfied: Contractor performance <u>did not meet some</u> contractual requirements and <u>did not meet some</u> of the customer's performance expectations. Contract performance problems were experienced and not fully resolved, with missing or ineffective contractor-initiated corrective actions.</p> <p>1: Failed to Satisfy: Contractor performance <u>did not meet some or all</u> contractual requirements, performance recovery failed, and the contractor did not meet the customer's performance expectations. Significant, unresolved contract performance problems were experienced and customer intervention was required.</p> <p>NA: Not Applicable: Question is not applicable to this contractor's past performance</p> <p>DK: Don't Know: Do not have information to provide contractor past performance</p>	
Name of Contractor:	
1. Management: To what level of customer satisfaction did the contractor plan, integrate, manage, maintain configuration, and control contract activities to perform contract requirements?	5 4 3 2 1 NA DK
2. Scope: To what level of customer satisfaction did the contractor plan, define, verify, and control contract scope delivery; manage known or unknown risks, and perform required scope under the contract?	5 4 3 2 1 NA DK
3. Schedule: To what level of customer satisfaction did the contractor plan, prepare, analyze, and control contract schedule; link resources, interfaces, and risks; and perform within contract schedule objectives?	5 4 3 2 1 NA DK
4. Cost: To what level of customer satisfaction did the contractor plan, estimate, budget, and control contract cost; manage cost growth for known or unknown risks; and perform within contract cost objectives?	5 4 3 2 1 NA DK
5. Quality: To what level of customer satisfaction did the contractor establish processes to conform to requirements, determine areas of unsatisfactory performance, and deliver required quality?	5 4 3 2 1 NA DK

Respondent Organization:		
Name of Contractor:		
6. Safety: To what level of customer satisfaction did the contractor develop and document safety/nuclear safety requirements, establish processes to conform to these requirements, and conduct work in accordance with these requirements?	5 4 3 2 1 NA DK	
7. Human Resources: To what level of customer satisfaction did the contractor organize, manage, and sustain the human resources required for contract performance?	5 4 3 2 1 NA DK	
8. Key and Essential Personnel: To what level of customer satisfaction did the contractor select, retain, support, and replace (where necessary) key and essential personnel?	5 4 3 2 1 NA DK	
9. Communications: To what level of customer satisfaction did the contractor communicate in an effective, timely, and appropriate manner to all parties internal and external to the contract?	5 4 3 2 1 NA DK	
10. Risk Management: To what level of customer satisfaction did the contractor identify, quantify, monitor, and control risks; and manage and mitigate risks of work execution?	5 4 3 2 1 NA DK	
11. Subcontract Management: To what level of customer satisfaction did the contractor place, administer, and close subcontracts, ensure fair treatment of subcontractors, and achieve Small Business goals?	5 4 3 2 1 NA DK	
12. Business/Commercial Practices: To what level of customer satisfaction did the contractor demonstrate cooperative and reasonable behavior, and fair treatment of all parties' interests?	5 4 3 2 1 NA DK	
13. Performance Recovery: To what level of customer satisfaction did the contractor self-identify and recover from adverse contract performance (if adverse performance was experienced)?	5 4 3 2 1 NA DK	
14. Stakeholder Interface: To what level of customer satisfaction did the contractor demonstrate cooperative and reasonable behavior and effective outcome for the stakeholder interface (relationship with regulators and good community stewardship)?	5 4 3 2 1 NA DK	
15. Would you select this contractor again?	Yes	No
Remarks for Questions 1-15: For any rating(s) less than 3 please attach an explanatory narrative. If more space is needed, please attach additional pages.		

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

ATTACHMENT L-7 – LIST OF TERMINATED CONTRACTS

<u>Client Name</u>	<u>Contract #</u>	<u>Client Point of Contact (POC)</u>	<u>POC Contact Info (address, phone, e-mail)</u>	<u>Performance Period</u>
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ATTACHMENT L-8 – SUMMARY OF COST WORKSHEETS

This Attachment is an MS Excel file provided separately.

ATTACHMENT L-9 – DIRECT LABOR HOURS WORKSHEET

This Attachment is an MS Excel file provided separately.

ATTACHMENT L-10 WASTE QUANTITIES AND COST WORKSHEET

This Attachment is an MS Excel file provided separately.

ATTACHMENT L-11 – COST ASSUMPTIONS/INFORMATION

This Attachment is provided separately.

ATTACHMENT L-12 – SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM TARGETS FORM

Small Disadvantaged Business (SDB) Participation Program Targets*

Note to Offerors: Targets provided herein will become part of any resulting contract from this solicitation under Section J, Attachment J-7.

Instructions to Offerors:

The Offeror shall provide written Small Disadvantaged Business Participation Program Targets using the form herein, and in accordance with the instructions found in Paragraph (b) of the Section L.10 provision of this Solicitation entitled FAR 52.219-24, Small Disadvantaged Business Participation Program – Targets (OCT 2000). SDB “Targets” are SDB participation (prime contractor or subcontractor) in any of the North American Industry Classification system (NAICS) major groups determined by the U.S. Department of Commerce as industries eligible for the 10% price evaluation adjustment. These designated NAICS major groups can be found at:

<http://www.census.gov/epcd/www/naics.html>

Pursuant to Section L.3, Paragraph (j)(6) above, the Offeror shall propose SDB targets that demonstrate a commitment to Small Disadvantaged Business participation.

- (A) *(List Offeror name here – Includes Single Entity, Joint Venture Partners, Contractor Team Members, etc.)*

NAICS Code	Description of NAICS Major Group	SDB Dollars	Percentage**
	Subtotal		

- (B) Subcontractors

NAICS Code	Description of NAICS Major Group	SDB Dollars	Percentage**
	Subtotal		

(C) Total (A+B)

NAICS Code	Description of NAICS Major Group	SDB Dollars	Percentage**
	Subtotal	***	

* SDB Participation from industries eligible for the 10% price evaluation adjustment. These designated NAICS major groups can be found at:
<http://www.census.gov/epcd/www/naics.html/>
 ** All percentages shown as a percent of the total target cost + target fee
 *** Total target cost + target fee = \$ (Offeror insert)

For information purposes, “targets” (as required under this provision) and “goals” (under the Small Business Subcontracting Plan) are differentiated as follows:

	Targets	Goals
Applicability	SDB prime contractor \$ & % (including JV partners and teaming members) and SDB subcontractors \$ & % in SIC major groups eligible for 10% price evaluation adjustment	Subcontractor \$ & % with Small, HUBZone Small, Small Disadvantaged, and Women-Owned Small, and Service Disabled Veteran Business
Percentages	% of total contract value	% of Total Subcontracting
Reporting	OF 312 at contract completion	SF 294 and SF 295 at intervals per FAR 52.219-9(j)

ATTACHMENT L-13 – PERFORMANCE GUARANTEE AGREEMENT

For value received, and in consideration of, and in order to induce the United States (the Government) to enter into Contract _____ for the provision of Phase 1 Decommissioning/Facility Disposition services at the Department of Energy's West Valley Demonstration Project (the "Contract") dated _____, by and between the Government and _____ (Contractor), the undersigned, _____ (Guarantor), a corporation incorporated in the State of _____ with its principal place of business at _____ hereby unconditionally guarantees to the Government (a) the full and prompt payment and performance of all obligations, accrued and executory, which Contractor presently or hereafter may have to the Government under the Contract, and (b) the full and prompt payment and performance by Contractor of all other obligations and liabilities of Contractor to the Government, fixed or contingent, due or to become due, direct or indirect, now existing or hereafter and howsoever arising or incurred under the Contract, and Guarantor further agrees to indemnify the Government against any losses the Government may sustain and expenses it may incur as a result of the enforcement or attempted enforcement by the Government of any of its rights and remedies under the Contract, in the event of a default by Contractor thereunder, and/or as a result of the enforcement or attempted enforcement by the Government of any of its rights against Guarantor hereunder.

Guarantor has read and consents to the signing of the Contract. Guarantor further agrees that Contractor shall have the full right, without any notice to or consent from Guarantor, to make any and all modifications or amendments to the Contract without affecting, impairing, or discharging, in whole or in part, the liability of Guarantor hereunder.

Guarantor hereby expressly waives all defenses which might constitute a legal or equitable discharge of a surety or guarantor, and agrees that this Performance Guarantee Agreement shall be valid and unconditionally binding upon Guarantor regardless of (i) the reorganization, merger, or consolidation of Contractor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Contractor, or the sale or other disposition of all or substantially all of the capital stock, business or assets of Contractor to any other person or party, or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Contractor, or adjudication of Contractor as a bankrupt, or (iii) the assertion by the Government against Contractor of any of the Government's rights and remedies provided for under the Contract, including any modifications or amendments thereto, or under any other document(s) or instrument(s) executed by Contractor, or existing in the Government's favor in law, equity, or bankruptcy.

Guarantor further agrees that its liability under this Performance Guarantee Agreement shall be continuing, absolute, primary, and direct, and that the Government shall not be required to pursue any right or remedy it may have against Contractor or other Guarantors under the Contract, or any modifications or amendments thereto, or any other document(s) or instrument(s) executed by Contractor, or otherwise. Guarantor affirms that the Government shall not be required to first commence any action or obtain any judgment against Contractor before enforcing this Performance Guarantee Agreement against Guarantor, and that Guarantor will, upon demand, pay the Government any amount, the payment of which is guaranteed hereunder and the payment of which by Contractor is in default under the Contract or under any other document(s) or instrument(s) executed by Contractor as aforesaid, and that Guarantor will, upon demand, perform all other obligations of Contractor, the performance of which by Contractor is guaranteed hereunder.

Guarantor agrees to assure that it shall cause this Performance Guarantee Agreement to be unconditionally binding upon any successor(s) to its interests regardless of (i) the reorganization, merger, or consolidation of Guarantor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Guarantor, or the sale or other disposition of all or substantially all of the capital stock, business, or assets of Guarantor to any other person or party, or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Guarantor, or adjudication of Guarantor as a bankrupt.

Guarantor further warrants and represents to the Government that the execution and delivery of this Performance Guarantee Agreement is not in contravention of Guarantor's Articles of Organization, Charter, by-laws, and applicable law; that the execution and delivery of this Performance Guarantee Agreement, and the performance thereof, has been duly authorized by the Guarantor's Board of Directors, Trustees, or any other management board which is required to participate in such decisions; and that the execution, delivery, and performance of this Performance Guarantee Agreement will not result in a breach of, or constitute a default under, any loan agreement, indenture, or contract to which Guarantor is a party or by or under which it is bound.

No express or implied provision, warranty, representation or term of this Performance Guarantee Agreement is intended, or is to be construed, to confer upon any third person(s) any rights or remedies whatsoever, except as expressly provided in this Performance Guarantee Agreement.

In witness thereof, Guarantor has caused this Performance Guarantee Agreement to be executed by its duly authorized officer, and its corporate seal to be affixed hereto on (date)

_____.

NAME OF CORPORATION

NAME AND POSITION OF OFFICIAL EXECUTING PERFORMANCE GUARANTEE AGREEMENT
ON BEHALF OF GUARANTOR

ATTESTATION INCLUDING APPLICATION OF SEAL BY AN OFFICIAL OF GUARANTOR
AUTHORIZED TO AFFIX CORPORATE SEAL

ATTACHMENT L-14 – WORK BREAKDOWN STRUCTURE

This Attachment is provided separately.